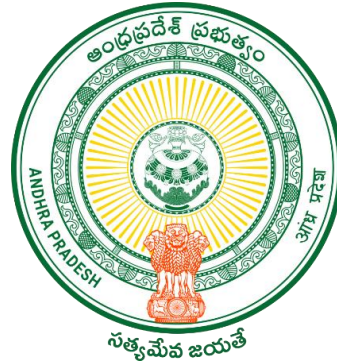


Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

SWACHH ANDHRA CORPORATION

GOVERNMENT OF ANDHRA PRADESH



Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call

TENDER DOCUMENT

Notice Inviting Tender (NIT)

Part 1: Scope and Deliverables

Part 2: Bidding Procedures

Part 3: Conditions of Contract

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

BID DOCUMENT

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender –
1st Call

NOTICE INVITING TENDERS (NIT)

EPC Trunkey System

NIT. No.83 /SAC/SBM (U)/CE/UWM/STPs/2025-26, Dt: 20.02.2026

Issued on: 20.02.2026

Employer: MANAGING DIRECTOR,
SWACCHA ANDHRA CORPORATION
ANDHRA PRADESH, INDIA

DISCLAIMER

Swachh Andhra Corporation (SAC) on behalf of “Municipal Administration and Urban Development, Government of Andhra Pradesh” shall be calling EPC Tender - 1st Call for the work of Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call.

This Tender Document has been prepared by the Andhra Pradesh Urban Infrastructure and Asset Management Limited as per GO.RT 101, Dated 12.03.2021 and Chief Engineer, Swachh Andhra Corporation, Rayapudi, solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Employer.

The information contained in this document ("**EPC Tender - 1st Call Document**") or subsequently provided to Bidders/Agencies whether verbally or in documentary or any other form by or on behalf of Swachh Andhra Corporation (SAC) (herein after referred to as "**Authority**") or any of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

The information contained in this EPC Tender - 1st Call Document has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. The Authority does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The designs, drawings, technical data and any other information provided in this EPC Tender - 1st Call Document is only indicative and neither the Authority nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EPC Tender - 1st Call Document.

This EPC Tender - 1st Call Document is neither an agreement nor an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this EPC Tender - 1st Call Document is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this tender document.

This document may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy,

adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender document and obtain independent advice from appropriate sources. Information provided in this tender document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority and its employees/ officers/ advisors/ consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process / Tender Process (hereinafter defined).

The possession or use of this tender document in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice.

This EPC Tender - 1st Call Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Projects in relation to which it is being issued.

The Authority reserves the right to modify, suspend, change, or supplement this EPC Tender - 1st Call Document. Any change to the EPC Tender - 1st Call Document will be notified to all the Bidders to whom the EPC Tender - 1st Call Document is issued. No part of this EPC Tender - 1st Call Document and no part of any subsequent correspondence by the Authority, its employees, officers, or its consultants shall be taken as providing legal, financial, or other advice nor as establishing a contract or contractual obligation.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements and information contained in this tender document.

Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. The Authority may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against the Authority nor its employees, officers nor its consultants.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.

The issue of this tender document does not imply that Authority is bound to select a Bidder or to award work(s)/project(s) to the Selected Bidder, as the case may be, for the subject project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

This EPC Tender - 1st Call Document has not been filed, registered, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

DEFINITIONS

Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Affected Party” shall have the meaning set forth in Clause 19.1;

“Affiliate” means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Works during the subsistence of this Agreement;

“Appointed Date” means that date which is later of the 15th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the date on which the Authority has provided in stretches the Right of Way on first Section as per Schedule A;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Augmentation” of Sewage Treatment Plants (STPs) means upgrading, expanding, or improving existing facilities to handle more wastewater (higher capacity) and meet stricter quality standards for treated water;

“Authority” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Authority Default” shall have the meaning set forth in Clause 21.2;

“Authority’s Engineer” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

“**Authority Representative**” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

“**Bank**” means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Authority;

“**Base Rate**” means the floor rate of interest announced by the State Bank of India for all its lending operations;

“**Base Date**” means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty-eight) days;

“**Bid**” means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Proposals in accordance with the provisions thereof;

“**Bid Security**” means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“**Change in Law**” means the occurrence of any of the following after the Base Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the Base Date;
- (d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date.

“**Change of Scope**” shall have the meaning set forth in Article 12;

“**Change of Scope Notice**” shall have the meaning set forth in Clause 12.2.1;

“**Change of Scope Order**” shall have the meaning set forth in Clause 12.2.4;

“**Completion Certificate**” shall have the meaning set forth in Clause 11.4;

{“**Consortium**” means the consortium of entities which have formed a joint venture for implementation of this Project;}[§]

“**Construction Period**” means the period commencing from the Appointed Date and ending on the date of the Completion Certificate;

[§]This definition may be omitted if the Contractor is not a Consortium.

“Contract Price” means the amount specified in Clause 17.1;

“Contractor” shall have the meaning attributed thereto in the array of Parties here in above as set forth in the Recitals;

“Contractor Default” shall have the meaning set forth in Clause 21.1;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority or the Authority’s Representative hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Authority’s Representative to accord their approval;

“Defect” means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards, and in the case of Maintenance, means any defect or deficiency which is specified in Schedule- E;

“Defects Liability Period” shall have the meaning set forth in Clause 15.1;

“Dispute” shall have the meaning set forth in Clause 24.1.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 24;

“Drawings” means all of the drawings, calculations and documents pertaining to the Project Works as set forth in Schedule-I, and shall include ‘as built’ drawings of the Project Works;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Emergency” means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project Works, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the Project Works, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Works, where applicable herein but excluding utilities referred to in Clause 7.2;

“Employer” means Authority.

“Employers Representative” A person nominated to act on behalf of the Authority

“EPC” means engineering, procurement and construction;

“Final Payment Certificate” shall have the meaning set forth in Article 17 Clause 17.11;

“Final Payment Statement” shall have the meaning set forth in Clause 17.9.1;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 19.1;

“GOI/ GO.” or **“Government”** means the Government of India / Government of Andhra Pradesh as the case may be;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government Instrumentality” means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Works or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

“IRC” means the Indian Roads Congress;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 23;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 23;

“Indirect Political Event” shall have the meaning set forth in Clause 19.3;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Article 18, and includes all insurances required to be taken out by the Contractor under Clauses 18.1 and 18.9 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Interim Payment Certificate” or **“IPC”** means the interim payment certificate issued by the Authority’s Representative for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;

“Lead Member” shall, in the case of a consortium, mean the member of such consortium who shall have the authority to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement; }\$

“LOA” or **“Letter of Acceptance”** means the letter of acceptance referred to in Recital (E);

“Maintenance” means the maintenance of the Project Works as set forth in Article 13 for the period specified therein;

“Maintenance Inspection Report” shall have the meaning set forth in Clause 13.5.0;

“**Maintenance Manual**” shall have the meaning ascribed to it in Clause 9.6;

“**Maintenance Program**” shall have the meaning set forth in Clause 13.5;

“**Maintenance Period**” shall have the meaning set forth in Clause 13.2.1;

“**Maintenance Requirements**” shall have the meaning set forth in Clause 13.2;

“**Major Bridge**” means a bridge having a total length of more than 60 (sixty) meters between the inner faces of the dirt walls as specified in IRC:5-1998;

“**Manual**” shall mean the Manual of Standards and Specifications for Two Lane of Highways (IRC: SP:73-2007) and Specifications for Four Lane of Highways (IRC: SP:84-2009) as the case may be;

“**Material Adverse Effect**” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“**Materials**” are all the supplies used by the Contractor for incorporation in the Works or for the maintenance of the Project Works;

“**Monthly Maintenance Statement**” shall have the meaning set forth in Clause 17.6;

“**MORTH**” means the Ministry of Road Transport and Highways or any substitute thereof dealing with Highways/Roads;

“**Non-Political Event**” shall have the meaning set forth in Clause 19.2;

“**Parties**” means the parties to this Agreement collectively and “**Party**” shall mean any of the parties to this Agreement individually;

“**Plant**” means the apparatus and machinery intended to form or forming part of the Works;

“**Political Event**” shall have the meaning set forth in Clause 19.4;

“**Programme**” shall have the meaning set forth in Clause 9.1.3;

“**Project**” means the construction and maintenance of the Project Works in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“**Project Assets**” means all physical and other assets relating to (a) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, bridges, culverts, road over-bridges, drainage works, traffic signals, sign boards, kilometer-stones, electrical systems, communication systems, rest areas, relief centers, maintenance depots and administrative offices; and (b) Project Facilities situated on the Site;

“**Project Completion Date**” means the date on which the Provisional Certificate is issued and, in the event, no Provisional Certificate is issued, the date on which the Completion Certificate is issued;

“**Project Completion Schedule**” means the progressive Project Milestones set forth in Schedule-J for completion of the Project Works on or before the Scheduled Completion Date;

“**Project Works**” means the Site comprising the existing road, forming part of Design, Construction, Supplying, erection, testing and commissioning of required Civil, Mechanical and Instrumentation works required for Construction and Commissioning of Sewage Treatment Plant on Modern Technology which can meet the desired treated effluent water quality parameters, including supply, installation commissioning of all facility with all allied machinery works; including 2 years defect liability period, STPs and facilities installed and commissioned under this

project in respective ULBs of Andhra Pradesh on EPC Basis. Project and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

“**Project Milestone**” means the project milestone set forth in Schedule-I;

“**Proof Consultant**” shall have the meaning set forth in Clause 9.2.2;

“**Provisional Certificate**” shall have the meaning set forth in Clause 11.2;

“**Punch List**” shall have the meaning set forth in Clause 11.2.1;

“**Quality Assurance Plan**” or “**QAP**” shall have the meaning set forth in Clause 10.2;

“**Re.**”, “**Rs.**” or “**Rupees**” or “**Indian Rupees**” or “**INR**” means the lawful currency of the Republic of India;

“**Retention Money**” shall have the meaning set forth in Clause 6.2;

“**Right of Way**” means the constructive possession of the Site free from encroachments and encumbrances, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction and maintenance of the Project Works in accordance with this Agreement;

“**Scheduled Completion Date**” shall be the date set forth in Clause 9.3.1 and in NIT;

“**Scope of the Project**” shall have the meaning set forth in Clause 1.1;

“**Section**” means a part of the Project Works;

“**Security**” shall have the meaning set forth in Clause 6.1;

“**Site**” shall have the meaning set forth in Clause 7.1;

“**Specifications and Standards**” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Works, as set forth in Schedule-C, and any modifications thereof, or additions thereto, as included in the Design and Engineering for the Project Works submitted by the Contractor to, and expressly approved by, the Authority;

“**Stage Payment Statement**” shall have the meaning set forth in Clause 17.4;

“**Structures**” means an elevated road or a flyover, as the case may be;

“**Sub-contractor**” means any person or persons to whom a part of the Works or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“**Suspension**” shall have the meaning set forth in Article 20;

“**Taxes**” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project Works charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“**Termination**” means the expiry or termination of this Agreement;

“**Termination Notice**” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“**Termination Payment**” means the amount payable by either Party to the other upon Termination in accordance with Article 21;

“Tests” means the tests set forth in Schedule-K to determine the completion of Works in accordance with the provisions of this Agreement;

“Time Extension” shall have the meaning set forth in Clause 9.4.1;

“User” means a person who travels or intends to travel on the Project Works or any part thereof in/on any vehicle;

“Valuation of Unpaid works” shall have the meaning set forth in Clause 21.4;

“Works” means all works including survey and investigation, design, engineering, procurement, construction, Plant, Materials, maintenance, temporary works and other things necessary to complete the Project Works in accordance with this Agreement; and

“WPI” means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

Table of Contents

General Requirements:	21
Eligibility Requirements for opening the Price Bid:	23
1. SCOPE & DELIVERABLES	34
2. EPC COMPONENT OF THE WORK	38
3. OPERATION & MAINTENANCE (O&M) COMPONENT OF THE WORK	42
4. TECHNICAL PARAMETERS TO BE COMPLIED BY THE BIDDER	44
5. INTERNAL BENCH MARK (IBM)	50
6. PAYMENT SCHEDULE	51
7. KEY PERFORMANCE INDICATORS & PENALTIES	58
SECTION I INSTRUCTIONS TO BIDDERS	61
1. Scope of Bid	61
2. Corrupt and Fraudulent Practices	61
3. Eligible Bidders	62
4. Eligible Materials, Equipment, and Services	65
5. Sections of Bidding Documents	66
6. Clarification of Bidding Documents, Site Visit	67
7. Amendment of Bid Documents	67
8. Cost of Bidding	68
9. Language of Bid	68
10. Documents Comprising the Bid	68
11. Letter of Bid and Schedules	68
12. Alternative Bids	69
13. Bid Prices and Discounts	69
14. Currencies of Bid and Payment	70
15. Documents Comprising the Technical Proposal	70
16. Documents Establishing the Qualifications of the Bidder	70
17. Period of Validity of Bids	71
18. Bid Security	71
19. Format and Signing of Bid	72
20. Submission of bids	73
21. Deadline for Submission of Bids	75
22. Late Bids	75
23. Withdrawal, Substitution, and Modification of Bids	75
24. Bid Opening	76

25.	Confidentiality	76
26.	Clarification of Bids	76
27.	Deviations, Reservations, and Omissions	77
28.	Determination of Responsiveness	77
29.	Nonmaterial Nonconformities	78
30.	Correction of Arithmetical Errors	78
31.	Evaluation of Bids	78
32.	Acknowledgement by the Bidder	79
33.	Qualification of the Bidder	79
34.	Client’s Right to Accept Any Bid, and to Reject Any or AllBids	79
35.	Award Criteria	81
36.	Notification of Award	81
37.	Signing of Contract	81
38.	EMD Security	81
PART 2 BID DATA SHEET		84
SECTION II BID DATA SHEET		85
SECTION III EVALUATION AND QUALIFICATION CRITERIA		87
1.	Evaluation Steps	87
2.	Technical & Financial Criteria for the purpose ofEvaluation	87
1.	Resource Requirements	93
2.	Quality Control Testing Lab	94
3.	Others	94
4.	Price Evaluation of Bids	94
5.	Unacceptable Practices	94
A.	CHECK LIST TO ACCOMPANY THE TENDER	96
B.	FORM-1A: LETTER OF BID	97
C.	FORM-1B: DETAILS OF BIDDER	105
D.	FORM-1C: FORM OF POWER OF ATTORNEY	107
E.	FORM-2A: RECORD OF ARBITRATION & LITIGATION	108
F.	FORM-2B: HISTORY OF CRIMINAL CASES	109
G.	FORM-3A: FINANCIAL SITUATION OF BIDDER	110
H.	FORM-3B: DETAILS OF EXISTING COMMITMENTSSTATEMENT	112
I.	FORM-3C: ANNUAL TURNOVER STATEMENT	114
J.	FORM-3D: BID CAPACITY CALCULATION	115
K.	FORM-4A: SIMILAR WORKS EXECUTED DURING LAST TEN (10) YEARS	116
L.	FORM-5: AVAILABILITY OF CRITICAL EQUIPMENT	117

M.	FORM-6: KEY PERSONNEL	118
N.	FORM-8: PROFORMA OF PRE-CONTRACTINTEGRITY PACT	120
O.	FORM-9: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	128
P.	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY ..	129
Q.	BANKERS CERTIFICATE FOR CREDIT FACILITY AND SOLVENCY CERTIFICATES.....	131
R.	FORMAT OF AFFIDAVIT	132
S.	FORMAT FOR POWER OF ATTORNEY FOR LEADMEMBER OF JOINT VENTURE	134
T.	FORMAT FOR JOINT VENTURE AGREEMENT	135
U.	FORMAT FOR CONTRACT AGREEMENT	142
V.	LIST OF CERTIFICATES ENCLOSED	144
W.	SITE VISIT CERTIFICATES OF PROPOSED PLANTS IN THE TENDER	145
PART 3: GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT AND SCHEDULES		146
	SCHEDULES	229
	SPECIAL CONDITIONS OF THE CONTRACT	294

NOTICE INVITING TENDERS (NIT)
SWACHH ANDHRA CORPORATION
GOVERNMENT OF ANDHRA PRADESH

e-Procurement Tender Notice

NIT. No.83 /SAC/SBM (U)/CE/UWM/STPs/2025-26, Dt: 20.02.2026

	Details
Employer	Managing Director, Swachh Andhra Corporation, Rayapudi, Andhra Pradesh
Tender Notice No.	NIT. No.83 /SAC/SBM (U)/CE/UWM/STPs/2025-26, Dt: 20.02.2026.
Name of Work	Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1 st Call
Internal Bench Mark (IBM)/Est. Contract Value	Rs.6,73,77,00,000/- (Rupees Six Hundred Seventy-Three Crore Seventy-Seven Lakh only) including cost of Capex and Opex.
CAPEX excluding GST and other provisions	Rs.5,48,44,69,200/- (Rupees Five Hundred Forty-Eight Crore Forty-Four Lakh Sixty-Nine Thousand Two Hundred only)
Operation and Maintenance (O&M) excluding GST and other provisions on OPEX	Rs.1,25,31,89,387/- (Rupees One Hundred Twenty-Five Crore Thirty-One Lakh Eighty-Nine Thousand Three Hundred and Eighty-Seven only). The Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years shall be executed by the same agency for which contract is awarded. *Note: The O&M charges including GST and with 5% of price escalation for every year shall be borne by the ULB. The ULB shall conclude agreement for O&M with the same agency after commissioning of the plants. In the event that the Agency is awarded the work of construction of the proposed plants at a tendered percentage above or below the Estimated Contract Value (ECV), the same tendered percentage shall be applied for awarding of the Operation & Maintenance (O&M) work , based on the approved O&M cost.
Period of Completion	Construction period 12 Months excluding 3 months Trail Run for works + 2 years DLP.
Form of Contract	EPC System
Eligible Class of Contractor	A. Individual/Firm/Company/Contractor/J.V registered under Special Class or equivalent with valid registration with Government of Andhra Pradesh/any state governments in

	<p>the Country/ Central government anywhere in the country.</p> <ol style="list-style-type: none">a. In case of J.V, the lead member of the J.V group should have a valid Special Class or equivalent with valid registration with Government of Andhra Pradesh/any state governments in the Country/ Central government anywhere in the country and others JV members should Valid registration with Government of Andhra Pradesh/any state governments in the Country/ Central government anywhere in the country.b. Failure to comply with this condition, contract shall be cancelled, duly forfeiting the Performance Security, security deposits besides blacklisting the other J.V partners having valid registration with Central /any State Government.c. The total members in the Joint venture shall not be more than 3 (Three).d. In case of Joint Venture, the JV members should have entered into a legally valid Agreement for joint and several responsibilities and submit along with bid. The name of the Lead Member shall be defined. The Lead Member's share shall be not less than 51% in the joint venture and the other JV partners should have not less than 10%. The share of each member including lead Member shall be exhibited in the JV Agreement.e. The JV Agreement should clearly exhibit the responsibilities of the JV members. The non-lead members of the JV shall execute a Power of Attorney in favour of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the JV during (a) Tendering process and (b) execution and for successful performance of the package including the Defect Liability period in case of award of work. The Lead Member shall execute a Power of Attorney in favour of one of its officers to be the Authorised Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the JV in connection with the Bid and the Contract.f. The Joint venture if declared as successful, on issue of LOA (Letter of Acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered. This JV agreement shall be submitted to the agreement concluding authority, before signing the contract agreement for the work.<ol style="list-style-type: none">1)If the tenderer fails to observe/ comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and against the JV.2) The Contractor/JV should submit a copy of valid GST registration certificate issued by Government of
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	<p>Andhra Pradesh (GST of all the partners in case of JV) issued by the registration authority.</p> <p>3) The Contractor/JV should submit copy of PAN card and copy of latest Income Tax return for the FY 2024-25 submitted to IT Department (PAN card and IT of all the partners in case of JV) along with proof of submission.</p> <p>4) The Bidder/Firm should submit a Power of Attorney for Signing of Bid.</p> <p>5) The JV Agreement should clearly exhibit the validity of the Agreement until the completion of the work including the Defect Liability period.</p> <p>6) The JV firm should furnish an undertaking from all the members that in case of award of work, the J.V Agreement deed is irrevocable by any one or all the members together until 3 months after the defect liability period. In case of Extension of time granted by the employer, the Agreement of joint undertaking is also deemed to be extended for the period of such delay and that it is irrevocable until 3 months after the completion of the extended periods also.</p> <p>7)The JV Agreement should also include JV members to agree that the above undertaking to be without any prejudice to the various liabilities of the members of the JV (Contractor) including the performance security deposit as well as all the other obligations of the contract.</p> <p>8)Regarding the requirement of eligibility criteria, i.e available Bid capacity and Liquid Assets, similar value of work, minimum quantities in case of Joint Venture, the eligibility criteria in respect of all the technical requirement and financial requirement will be considered as combined resources added together.</p> <p>9)The Bids are limited to those individuals, firms, companies, joint ventures, who meet the following qualification and eligibility requirements and herein after referred to as “Contractor”</p> <p>10) In case of a Joint Venture (JV), all documents and information required under the tender shall be submitted separately by each JV member, as applicable, in accordance with the provisions of the bidding documents.</p>
Bid Validity	180 days from the date of Bid submission
Bid Security (Electronic/BG)	<p>Rs.6,73,77,000/- (Rupees Six Crore Seventy-Three Lakh Seventy-Seven Thousand only) as per ECV considering cost of Capex and Opex.</p> <p>Bank Guarantee in favor of Managing Director, Swachh</p>

	<p>Andhra Corporation or Net banking/Debit card facilities on the e- procurement portal</p> <p>NOTE: In order to discourage purchase of tender documents by non-serious bidders, tender documents shall be issued to contractors on payment of Earned Money Deposit, at 1% of the estimate contract value (Refundable). Successful bidder will pay Performance Security Deposit (PSD) of 2.5% contractor value at the time of concluding the agreement. As per G.O.No.94, I&CAD Department, dated 1-07-2003.</p> <p>The bidder should furnish Bid Security in the shape of irrevocable Bank Guarantee in favor of The Managing Director, Swachh Andhra Corporation, Rayapudi. on Rs.100/- NON-JUDICIAL STAMP PAPER valid for 180 days (or) by using option of Net Banking / RTGS / NEFT from their registered bank accounts by using Debit Card as per the Visa / Master Card guidelines as per instructions in GO MS NO. 8 dated 09/05/2016 of IT&C Department (or) by Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, as permitted under G.O.Ms.No.94, Finance Department, dated 13-11-2024.</p> <p>The bidder has to upload the scan copy of online transfer acknowledgment / Bank Guarantee along with the bid.</p>
Transaction Fee:	To be paid online
Bid Processing Fee	Bid processing fee: Rs. 25,000 D.D. in favor of Managing Director, Swachh Andhra Corporation, Rayapudi, or payment gateway (Non-refundable) online.
Bid Document Downloading Start Date	20.02.2026 @ 16:30 Hrs.
Pre Bid Meeting	24.02.2026 at 15:00 Hrs. at Swachh Andhra Corporation (SAC) Block -3, APCRDA Project Office, Rayapudi, Guntur District, Andhra Pradesh – 522237
Bid Document Downloading Close Date	09.03.2026 @ 17:00 Hrs.
Bid Submission Due Date and time	09.03.2026 @17:00 Hrs.
Opening of Technical Bid	09.03.2026 @ 17:30 Hrs.
Opening of Financial Bid	After completion of Technical Evaluation
Submission of Hardcopies	Bidders shall submit two (2) sets of hard copies of the documents uploaded in AP e-Procurement to the SAC office for

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

	evaluation purposes, within one (1) day from the bid opening date
Place of bid opening	Office of The Managing Director, Swachh Andhra Corporation, Rayapudi.
Officer Inviting Bids	The Managing Director, Swachh Andhra Corporation, Rayapudi.
Address:	Swachh Andhra Corporation (SAC) Block -3, APCRDA Project Office, Rayapudi, Guntur District, Andhra Pradesh – 522237
Contact Details	Mail: Swachhaandhra2015@gmail.com

General Requirements:

- 1.1 The bids are open to those individuals, firms, companies, who meet the following qualification and the eligibility requirements. Individual / Firm eligible for tendering all are having Registration in appropriate eligible class as per the G.O. Ms. No.94, I&CAD (PW-COD) Department, Dated:01.07.2003 or with valid Registration in terms of CPWD or PWD codes in anywhere in the Country. In case of Joint Ventures (JV), JV are allowed with maximum of 3 members including the Lead partner. The proposed JV partners shall upload the MoU/JV agreement entered by them at the time of bidding on Rs.100/- Non-Judicial Stamp Paper.
- 1.2 Intending bidders may contact the Executive Engineer, SAC, Rayapudi for any information on the tender and 'e'-procurement.
- 1.3 Individual/Firm/Company/Contractor/J.V registered under Special Class or equivalent with valid registration with Government of Andhra Pradesh/any state governments in the Country/ Central government anywhere in the country are eligible to tender for the above work.

The bidders need to register on the electronic procurement marketplace of Government of A.P., that is, www.apecurement.gov.in On registration on the "e" procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.

- 1.4 While registering on the AP e-procurement marketplace, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- 1.5 The AP e-procurement marketplace provides an online self-service registration facility to such of the contractors who are already registered with respective participating department for supply of specified goods and services.
- 1.6 Submission of original Hard Copies of the uploaded scan copies of online payment / original BG towards Bid security by the participating bidders to the tender inviting authority as mentioned in the NIT.
- 1.7 For registration and online bid submission bidders may contact HELP DESK of M/S Vupadhi Techno Services Pvt. Ltd, Flat No : 510, 5th Floor, Sreeram's Sneha Avenue, Near Aravinda School, Kunchanapalli, Tadepalli (M), Guntur (Dist) - 522501. Andhra Pradesh. Phone No: +91 8645-246370/71/72/73/ 74 www.apecurement.gov.in or <https://tender.apecurement.gov.in>
- 1.8 Digital Certificate Authentication:

The Bidder shall authenticate the Bid with his Digital Certificate for submitting the Bid electronically on an e-procurement platform and the bids not authenticated by digital certificate of the Bidder will not be accepted on an e-procurement platform.

All the Bidders need to obtain Digital Certificate from APTS. For obtaining Digital Signature Certificate please contact:

Andhra Pradesh Technology Services Limited
5th floor, New R & B Building, Opp. IGM Stadium,
Labbipet, Vijayawada, Andhra Pradesh 520010 Mob:
073307 17039

- 1.9 All the bidders shall invariably upload the scanned copies of online payment / BG in ap e- Procurement system and this will be the primary requirement to consider the bid as responsive.
- 1.10 The SAC shall carry out the technical bid evaluation solely based on the uploaded certificates / documents BG towards EMD/affidavit, in the e-Procurement system and open the price bids of the responsive bidders.
- 1.11 SAC will notify the successful bidder (L1) for submission of original hard copies of all Uploaded documents BG towards EMD prior to entering into Agreement.
- 1.12 On receipt of documents, SAC shall ensure the genuineness of the BG towards EMD and all othercertificates/ documents uploaded by the bidder in ape-procurement system in support of the qualification criteria before concluding the agreement.
- 1.13 If the successful bidder fails to submit the original hard copies of uploaded certificates / documents, BG towards Bid security (EMD) within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all Processes of Law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to deter frivolous bidders and to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e- Procurement platform website and all Govt. Dept./Public Sector Units/ Local Bodies/Autonomous Bodies in AP wouldprevent such bidders from participating in the bidding process.
- 1.14 Corpus Fund: The successful bidder should pay an amount 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs.25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on AP e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS. There shall not be any charge towards ape-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.
- 1.15 The AP e-Procurement system would deactivate the user ID of such defaulting

successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, SAC shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the AP e-procurement platform website.

- 1.16 The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the Bid security, criminal action will be initiated including suspension of business.
- 1.17 All Bank Guarantees uploaded by all Bidders would be verified with the issuing Bank, subsequently and if any uploaded Bank Guarantee is found to be forged or tampered with or fake, then it would be considered as fraud and would be liable for criminal action invariably.
- 1.18 Even while execution of work, if found that the Contractor has produced false / fake certificates of experience he will be blacklisted, and Contract will be terminated.
- 1.19 **Action to be taken against the lowest bidder, who back out at the time of Agreement, the contractor Registration will be suspended for a period of One year duly forfeiting the Bid Security as per G.O.Ms.No.259, T.R&B (Roads-V) Dept., dt.6.9.2008.**

Eligibility Requirements for opening the Price Bid:

A) General requirements: -

1. Period of Completion:

- a. Construction – Construction period 12 Months excluding 3 months Trail Run Period.
- b. Defect Liability Period – 2 years

2. Individual / Firm eligible for tendering all are having Registration in appropriate eligible Special class Registration as per the G.O. Ms. No.94, I&CAD (PW-COD) Department, Dated:01.07.2003 or with valid Registration in terms of CPWD or PWD codes in anywhere in the Country.

3. Joint Venture: Allowed

The bids are open to those individuals, firms, companies, who meet the following qualification and the eligibility requirements.

In case of Joint Venture:

- a. In case of J.V, the lead member of the J.V group should have a valid special class registration with Central /any State Government and others JV members should have valid registration with Government of Andhra Pradesh/any state governments in the Country/ Central government anywhere in the country.
 - b. Failure to comply with this condition, contract shall be cancelled, duly forfeiting the Performance Security, security deposits besides blacklisting the other J.V partners having valid registration with Central /any State Government.
 - c. The total members in the Joint venture shall not be more than 3 (Three).
 - d. In case of Joint Venture, the JV members should have entered into a legally valid Agreement for joint and several responsibilities and submit along with bid. The name of the Lead Member shall be defined. The Lead Member's share shall be not less than 51% in the joint venture and others minimum 10% share. The share of each member including lead Member shall be exhibited in the JV Agreement.
 - e. The JV Agreement should clearly exhibit the responsibilities of the JV members. The non-lead members of the JV shall execute a Power of Attorney in favour of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the JV during (a) Tendering process and (b) execution and for successful performance of the package including the Defect Liability period in case of award of work. The Lead Member shall execute a Power of Attorney in favour of one of its officers to be the Authorised Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the JV in connection with the Bid and the Contract.
 - f. The Joint venture if declared as successful, on issue of LOA (Letter of Acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered. This JV agreement shall be submitted to the agreement concluding authority, before signing the contract agreement for the work. If the tenderer fails to observe/ comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and against the JV.
4. The bidder should furnish **Rs.6,73,77,000/- (Rupees Six Crore Seventy-Three Lakh Seventy-Seven Thousand only)** as per ECV considering cost of Capex and Opex in the shape of irrevocable Bank Guarantee in favor of the Managing Director, Swachh Andhra Corporation, Rayapudi valid for 180 days, (or) by using option of Net Banking / RTGS / NEFT from their registered bank accounts by using Credit Card / Debit Card as per the Visa / Master Card guidelines through the e-procurement portal as per instructions in GO MS NO. 8 dated 09/05/2016 of IT&C Department (or) by Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, as permitted under G.O.Ms.No.94, Finance Department, dated 13-11-2024.

Note: In order to discourage purchase of tender documents by non-serious bidders, tender documents shall be issued to contractors on payment of Earned Money Deposit, at 1% of the estimate contract value. Successful bidder will pay Performance Security Deposit (PSD) of 2.5% contractor

value at the time of concluding the agreement. As per G.O.No.94, I&CAD department, dated 1-07-2003.

B) Technical Requirements:

The Bidder should have the following **construction experience and executed the following minimum Quantities in any one financial year during the last ten Financial Years** ending with 31-03-2025.

General Construction Experience:

1. The bidder/JV should have experience of civil contracts as a prime contractor/ member of JV, in any one Financial Year during the last 10 Financial Years ending with 31-03-2025

- (a) Should have constructed/augmented Sewage Treatment Plant with proven technology (preferably SBR/MBR/MBBR/UASB+ASP Technologies etc.,) meeting the then effluent discharge standards along with performance reports issued by the client

for a capacity not less than **140.67 MLD** cumulative capacity in similar projects in any one financial year in the last ten Financial Years ending with 31.03.2025 and O&M of Sewage Treatment Plant(s) of proven technology for a minimum period of two (2) years and above.

MOU with Specialized Sub-contractor's experience, in his name will be taken into account in determining the Tenderer's criteria with regard to the specialized work of STPs only.

If the execution of STP falls in multiple financial year proportionate quantity for that financial year will be considered

- (b) The bidder/JV may propose any technology recommended by the CPHEEO to treat the sewage generated in the urban local body which will be supplied to the plant site by the ULB. The proposed technology should meet the effluent standards as mentioned under.

- i) pH - 6.5 - 8.5
- ii) BOD < 10 mg/ltr
- iii) COD < 50 mg/ltr
- iv) TSS < 20 mg/ltr
- v) TN < 10 mg/ltr
- vi) TP < 1 mg/ltr
- vii) FC < 100 MPN / 100 ml.

(As per NGT 2019 norms)

- (c) The bidder (Collectively in case of JV) has to set up the proposed plant constituting the STP pertaining to the process units and all other units in the allocated area for the units as mentioned in 3.1
- (d) The bidder/JV shall submit the guaranteed maximum energy consumption details for 5 years in Operation and Maintenance as per prescribed formats in bid document. (To assess the cost of O&M for future-this will not be

considered for Technical Evaluation)

- (e) In case of JV, the eligibility criteria in respect of technical requirement will be considered as combined resources added together.

Note: Proportionate Quantities will be considered at the time of evaluation for item no. (a) above

2. Provided further that necessary experience certificates from clients showing the period of work execution of that particular item of work as specified below is produced.
3. In (1) (a), (b), (c), above, multiple projects executed in the same period are acceptable.
4. The bidder should enclose experience certificates in support of technical criteria / Requirement issued by the Engineer – In - charge of the State / Central Government departments / Undertakings, not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the rank of Superintending Engineer or equivalent

C) Financial Requirements:

(1) Similar Works:

- (a) The bidder/JV as a prime contractor should have Satisfactorily Completed Similar Nature of work (like construction/augmentation of STPs, Sewerage Projects, Waste Water Projects etc.) of value not less than **Rs.33,688.50 Lakhs** in any one financial year during the last ten Financial years i.e., 2015-16 to 2024-25 ending 31st March 2025. The value will be updated by giving 10% simple weightage per year to bring them to 2025-26 price level.

(The "Similar Nature of Work" shall mean works of Construction/augmentation of Sewerage Treatment Plants, Sewerage Projects, Waste Water Projects etc.,)

(2) Liquid Assets:

- (a) The bidder shall have liquid assets and/or availability of credit facilities of not less than **Rs.16,844.25 Lakhs** as of a date not earlier than 3 months prior to the bid submission date. In this regard, the bidder shall upload a certificate with UDIN number issued by a Chartered Accountant (C.A.) in the current financial year, certifying the availability of such liquid assets/credit facilities.

(3) Solvency:

- (a) The bidder shall possess a valid Solvency Certificate for an amount not less than **Rs.16,844.25 Lakhs**, issued by a Nationalized Bank / Scheduled Commercial Bank, as of a date not earlier than three (3) months prior to the bid submission date.

(4) Net worth:

- (a) The bidder shall have a positive Net Worth, and the Net Worth shall be not less than **Rs.16,844.25 Lakhs** as on 31st March 2025 preceding the bid submission

date. The bidder shall upload a Chartered Accountant's Certificate with UDIN number, along with audited balance sheets for the last three (3) financial years, certifying the Net Worth of the bidder.

- (5) In case of JV, the eligibility criteria in respect of technical requirement and financial requirement will be considered as combined resources added together.
- (6) In case of joint venture the above forms shall be filled by the JV members separately.
- (7) **Bid Capacity**

The Assessed available Bid capacity as per formula $(3 \times A \times N - B) > \text{Rs.6,73,77,00,000/- (Rupees Six Hundred Seventy-Three Crore Seventy-Seven Lakh only)}$ value assessed by the Department as per G.O.Ms.No.37 of Water Resources(Reforms) Department, Dt.27.06.2025.

A= Maximum Value of all engineering works executed in any one financial year during the last ten Financial years (updated to 2025-26 price level) taking into account the completed as well as works in progress.

N= No. of years prescribed for completion of the works for which tenders are invited (**i.e., 12/12**).

B= Value of existing commitments and ongoing works to be completed during the period of completion of the project for which tenders are invited.

In case of JV, the bid capacity will be considered as combined resources added together.

D) Minimum equipment and Key personnel.

- (1) The bidder should furnish the availability (either owned or leased) of following key and critical equipment required for the work.

Table-1: Equipment Requirements for each ULB

Sl. No.	Equipment Type and Characteristics	Minimum Number Required for each ULB
1	Hydra / Movable crane	1 Nos.
2	Excavators 70/110/120/200	2 Nos.
3	Loaders cum excavators /JCB	2 Nos
4	Trucks / Tractors / Tippers	2 Nos.
5	Concrete Hopper Miller	4 Nos.
6	Weigh Batching	1 Nos.
7	Dewatering pumps – Diesel /Electrical	2 Nos.

- (2) Manpower Details: The Contractor shall provide experienced managerial, technical, supervisory, laboratory, administrative, and non-technical personnel and labour necessary to design, construction, installation or works, operate and maintain the

STPs and works properly, safely and efficiently on 24-hour basis for the Trail Run period of 90 days. as indicated in Table below. While doing so, due consideration shall be given to the labour laws in force.

Table-2: Minimum Manpower Requirement During Different Stages of Project for each ULB

SI. No.	Position and Minimum Number Required for each ULB	Totalwork Exp. (Min) [Years]	Exp. insimilar Work [Years]	Qualification
1	Project Manager(1 No.)	15	10	B.E. Civil + 15 Exp. in Sewerage Schemes including STP (5 years as Dy. Project Manager
A	Design Phase			
1	Sewerage expert(1 Nos.)	10	7	B.E. Civil + 10 years Exp. (7 years inSewerage system including treatment)
2	Proj. Engineer (1 Nos) (Civil/ Mechanical)	6	4	B.E. Civil / Mechanical/ instrumentation
	(Instrumentation)			
B	Construction Phase			
1	Construction Manager (1No)	10	5	B.E. Civil Exp. (10 years in Seweragesystem execution including treatment)
2	Proj. Engineer (1No.)	8	6	B.E. Civil+ 8 years Exp. (8 years inSewerage.)
3	Quality Control(1 No.)	5	3	BE Civil with Exp. of QA
C	O&M Phase			
1	Manager cum Chemist/Process engineer. (1 No.)	10	3	B.E. Civil/Mech./B.Sc./M.Sc. in Chemistrywith O & M Exp. of STP / WTP/ETP
2	Chemist	5	2	B.Sc. in Chemistry
3	Operator	5	2	ITI/Diploma in mechanical / electrical / instrumentation / plant operation
4	Electro-Mechanical Engineer	5	5	B.E. Mech/Electrical/ with O&M exp. Of STP/WTP/ETP

E) Quality Control Testing Lab

The bidders/JV shall furnish the particulars of quality control testing Lab owned, or tie up with established quality control laboratories for each ULB.

Note: The bidders may also furnish a declaration on non-judicial stamp paper worth Rs

100/- as prescribed in Form -5 along with sufficient documentary proof in support of owning the Quality Control testing lab equipment's such as Invoice / certificate of registration by the competent authority.

F) Others

- (a) The bidder/JV shall furnish the Income Tax Pan Card and submission of latest Income Taxreturn along with proof of receipt.
- (b) Besides submission of the registration certificate with due renewal required any for which since payment of professional tax mandatory as per G.O.Ms.No.44, WR (R) Dept.,dt.09-09-2021, as per Cir.Memo. No. ICD01-COOR/167/Reforms/2020-2, dt.09-09-2021, the bidder is required to submit proof of payment of annual professional tax for the previous year by duly uploading the same and to produce the original when required as part of the eligibility criteria in the bid evaluation.

The above qualification requirements shall be meet in full. Non-compliance to the above requirement by the bidder shall be disqualified.

G) Even though the Contractors meet the above Eligibility Requirements, they are subject to be disqualified if they have:

- (1) Record of poor performance such as abandoning the works, not completing works or financial failures in preceding 10 (ten) financial years.
- (2) The bidder should be financially sound and should have not applied for CDR and SDR during last 5 (Five) years. A Certificate by Chartered Accountant shall be uploaded.
- (3) The Bidder should have not been blacklisted by any Central/State Government Institutions. An undertaking (self-certificate) in this regard that the bidder hasn't been blacklisted by any Central/State Government institutions must be submitted.

H) Procedure for Bid Submission

- a) The bidders who are desirous of participating in 'e'-procurement shall download the bids from the website <https://tender.apecprocurement.gov.in> and after filling the same, submit their technical bids, Price bids, in the Standard Formats prescribed in the Tender documents displayed at 'e' marketplace. The bidder shall invariably upload the Statement showing the list of documents to be produced in support of their technical bid.
- b) The bidder shall sign on the statements, documents, certificates uploaded by him accepting responsibility for their correctness / authenticity.
- c) Only those bids will be evaluated and considered for comparison to arrive at L1 value and Website or an e-mail from the issuing bank or any authorized communication from the bank with regard to issue of the Bank Guarantees is sent to the Tender Inviting authority within the stipulated time. All Bank Guarantees uploaded by all Bidders would be verified with the issuing Bank, subsequently and if any uploaded Bank Guarantee is found to be forged or tampered with or fake, then it would be considered as fraud and would be liable for criminal action invariably.

1. The price bids of such bidders, who are determined to have complied with the Qualification criteria and Eligibility Requirements and approved by the competent authority will only be opened.
2. If the office happens to be closed on the dates specified above in the NIT, the respective activity will be performed at the designated time on the next working day without any notification.
3. Any other details can be had from the Office of the Deputy Executive Engineer, SAC, Rayapudi.
4. Managing Director, SAC, Rayapudi, reserves the right to reject the tenders without assigning any reasons.
5. All the bidders are requested to follow up the e-procurement website for additional information, like addenda, and corrigenda on website <https://tender.apecurement.gov.in> and no paper publication will be issued.
6. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if in doubt from the Tender Inviting Authority. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.
7. The Bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GOAP is not responsible for incomplete bid submission by Bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
8. The bidder shall submit the bid and all related correspondence in English language only.
9. All bidders must fill out the pre-qualification checklist in the templates provided and sign on the self-declaration form stating their compliance with all the technical and financial pre-qualification criteria and upload the same.
10. The bidder shall submit 1% of the ECV or Bid value i.e., for **Rs.6,73,77,000/- (Rupees Six Crore Seventy-Three Lakh Seventy-Seven Thousand only)** as per ECV considering cost of Capex and Opex as EMD through net banking facilities, debit cards/credit cards facilities available in the e-procurement platform or in the shape of B.G in favor of Managing Director, SAC, Rayapudi with a validity of 180 days from the last date of Bid Submission.

Note: In order to discourage purchase of tender documents by non-serious

bidders, tender documents shall be issued to contractors on payment of Earned Money Deposit, at 1.0 % of the estimate contract value. Successful bidder will pay Performance Security Deposit (PSD) of 2.5% contractor value at the time of concluding the agreement. As per G.O.No.94, I&CAD department, dated 1-07-2003.

11. All bidders must upload all supporting documents in the e-Procurement portal validating their declarations and uploaded in the templates provided for the same under the technical and commercial pre-qualification criteria laid out in the checklist.
12. The bidders should quote their initial price offer at the prescribed field / place provided in the e-market place within the prescribed period. The quoted initial price offer cannot be in excess of 5% over the Internal Benchmark (IBM) value provided by the Department. Tenders up to 25% less (-25%) than the estimate may be accepted. Tenders which are less beyond minus 15% {(<-15%)} of the estimate but upto minus 25%, a Bank Guarantee for the difference between the tendered amount and 85% of the estimate value shall be taken, over and above other guarantee, which would be released after the completion of work with other Bank Guarantees
13. The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre-qualification criteria set by the Department (on the checklist) owning responsibility for their correctness / authenticity and upload along with Tender.
14. The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration uploaded by the bidder.
15. All the bidders shall invariably upload the scanned copies of Bank Guarantee/proof of payment of EMD through online channels in e-Procurement system and this will be the primary requirement to consider the bid as responsive.
16. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents BG/proof of online payment towards EMD in the e-procurement system and declare the L1 bidder. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents, BG towards EMD/affidavit, in the e-Procurement system and open the price bids of the responsive bidders.
17. The price bids will be opened on the date and time fixed.
18. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to entering into agreement.
19. The successful bidder shall invariably furnish the original certificates /documents of the uploaded scanned copies to the SAC, original Bank Guarantee towards EMD before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date

shall be the responsibility of the successful bidder. The SAC will not take any responsibility for any delay in receipt / non-receipt of original BG towards EMD, certificates /documents, from the successful bidder before the stipulated time. On receipt of documents, the SAC shall ensure the genuineness of the BG towards EMD and all other certificates/ documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement

20. If any successful bidder fails to submit the original Hard Copies of uploaded certificates / Documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all Processes³ of Law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to deter frivolous bidders and to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-Procurement platform website and all Govt. Dept./Public Sector Units/ Local Bodies/Autonomous Bodies in AP would prevent such bidders from participating in the bidding process.
21. As submission of original Hard copies of the uploaded scan copies of Online payment/BG towards EMD by the participating bidders to the tender Inviting authority before opening of price bid.

PART 1 SCOPE & DELIVERABLES

1.SCOPE & DELIVERABLES

The scope of the project is to provide sewage management scheme for abatement of sewage discharge in ULBs of Andhra Pradesh with the following:

- 1.1 The Scope of the Project Works includes “Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call”
- 1.2 The 39 ULBs consists of 60 Nos. of Project at following ULBs

Abstract for STPs Tender – Package I								
SE Circles	S.No.	District Name	ULB S. NO	Name of the ULB	Total No. of Projects	Location Name	STP Capacity (MLD)	Land available/ required (in Ac.)
Visakhapatnam Circle	1	Srikakulam	1	Amadalavalasa	STP 01	Krishnapuram	2.100	0.42
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 02	Peddacheruvu	1.200	0.24
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 03	Mettakivalasa	1.000	0.20
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 04	PataAmadalavalasa	1.000	0.20
Visakhapatnam Circle		Srikakulam	2	Ichapuram	STP 01	GIC Colony backside	4.100	0.82
Visakhapatnam Circle		Srikakulam	3	Palasa Kasibugga	STP 01	Near Jaggandhasagaram	10.068	2.01
Visakhapatnam Circle	2	Parvathipuram Manyam	4	Palakonda	STP 01	Vadama(Ward-8)	5.000	1.00
Visakhapatnam Circle		Parvathipuram Manyam	5	Parvathipuram	STP 01	S.No. 436 parvathipuram revenue village ward 13	7.400	1.48
Visakhapatnam Circle		Parvathipuram Manyam	6	Salur	STP 01	Ward No-03	7.500	1.50
Visakhapatnam Circle	3	Vizianagara	7	Rajam	STP 01	Vasavi nagar	4.600	0.92
Visakhapatnam Circle		Vizianagara		Rajam	STP 02	Santha market area	1.500	0.30

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

Visakhapatna m Circle		Vizianagara m		Rajam	STP 03	Menthipeta cheruvu	1.500	0.30
Visakhapatna m Circle		Vizianagara m	8	Bobbili	STP 02	Balajinagar near medarabanda	2.500	0.50
Visakhapatna m Circle		Vizianagara m		Bobbili	STP 03	Naiducolony near Cheruvu	2.500	0.50
Visakhapatna m Circle		Vizianagara m	9	Nellimarla	STP 01	Batrajula Veedhi near Viswambara Vidyaapeet School	4.000	0.80
Visakhapatna m Circle	4	Anakapalli	10	Narsipatnam	STP 01	Near Adiviraju babu temple, Kotauratla road, Pedaboddepalli	4.800	0.96
Visakhapatna m Circle		Anakapalli		Narsipatnam	STP 02	Sivapuram	4.500	0.90
Visakhapatna m Circle		Anakapalli	11	Yellamanchali	STP 01	Near Penjeruvu	4.000	0.80
Rajahmundry Circle	5	Kakinada	12	Tuni	STP 01	Veeravaram	8.700	1.74
Rajahmundry Circle		Kakinada	13	Samalkot	STP 01	Iydu thumulu area	8.600	1.72
Rajahmundry Circle		Kakinada	14	Pithapuram	STP 01	Drivers colony	4.200	0.84
Rajahmundry Circle		Kakinada		Pithapuram	STP 02	Masjid Manyam	3.000	0.60
Rajahmundry Circle		Kakinada	15	Peddapuram	STP 01	Pasila vari veedhi	7.300	1.46
Rajahmundry Circle		Kakinada	16	Gollaprollu	STP 01	Near Raju Cheruvu	3.900	0.78
Rajahmundry Circle		Kakinada	17	Yeleswaram	STP 01	Mandhulu colony , Burial Ground	4.700	0.94
Rajahmundry Circle	6	East Godavari	18	Nidadavole	STP 01	Malakodu	5.800	1.16
Rajahmundry Circle		East Godavari	19	Kovvur	STP 01	Nandamuru Road	4.000	0.80
Rajahmundry Circle		East Godavari		Kovvur	STP 02	Backside of TIDCO	2.000	0.40
Rajahmundry Circle	7	B.R Ambedkar Konaseema	20	Amalapuram	STP 01	Indhupalli	7.400	1.48
Rajahmundry Circle		B.R Ambedkar Konaseema	21	Ramachandrapuram	STP 01		6.700	1.34
Rajahmundry Circle		B.R Ambedkar Konaseema	22	Mandapeta	STP 01	Pedha kaluva gattu near Sri Laxmi nagar Layout	4.700	0.94
Rajahmundry Circle		B.R Ambedkar Konaseema		Mandapeta	STP 02	Gollapuntha Road near Goddu Kaluva	4.000	0.80
Rajahmundry Circle		B.R Ambedkar	23	Mumidivaram	STP 01	Chintala Meraka Near Dump yard	4.100	0.82

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

		Konaseema						
Rajahmundry Circle	8	West Godavari	24	Palacole	STP 01	Peddagaruvu	8.100	1.62
Rajahmundry Circle		West Godavari	25	Narsapur	STP 01	Rustumbada	4.600	0.92
Rajahmundry Circle		West Godavari		Narsapur	STP 02	Rustumbada	3.900	0.78
Rajahmundry Circle		West Godavari	26	Tanuku	STP 01	Venkatrayapuram	10.700	2.14
Rajahmundry Circle	9	Eluru	27	Jangareddy Gudem	STP 01	Ramaiah Cheruvu	5.00	1.00
Rajahmundry Circle		Eluru		Jangareddy Gudem	STP 02	Kesara Cheruvu	4.50	0.90
Rajahmundry Circle		Eluru	28	Nuzivid	STP 01	Near Pedda Cheruvu	5.200	1.04
Rajahmundry Circle		Eluru		Nuzivid	STP 02	Near Moghal Cheruvu	4.600	0.92
Rajahmundry Circle	10	Krishna	29	Pedana	STP 01	Opp.Primary Health Center	2.400	0.48
Rajahmundry Circle		Krishna		Pedana	STP 02	Backside of Honda show room	1.600	0.32
Rajahmundry Circle		Krishna	30	Vuyyuru	STP 01	Hanuman nagar	4.000	0.80
Rajahmundry Circle		Krishna		Vuyyuru	STP 02	SC Colony	3.000	0.60
Guntur Circle	11	NTR District	31	Tiruvuru	STP 01	Rajupeta, OppMallamma cheruvu	5.000	1.00
Guntur Circle		NTR District		Tiruvuru	STP 02	Patha Tiruvuru ,Near Deva samudram	2.800	0.56
Guntur Circle		NTR District	32	Jaggiahpeta	STP 01	Sivalayam nagar	5.4	1.08
Guntur Circle		NTR District		Jaggiahpeta	STP 02		5	1.00
Guntur Circle		NTR District	33	Nandigama	STP 01	Kummari street ending	3.091	0.62
Guntur Circle		NTR District		Nandigama	STP 02	Raghavapuram Donka road ending	2.770	0.55
Guntur Circle		NTR District		Nandigama	STP 03	Kondalammapuntha	1.850	0.37
Guntur Circle	12	Palnadu	34	Macherla	STP 01	Lingapuram colony	9.900	1.98
Guntur Circle		Palnadu	35	Sattenapalli	STP 01	Near Railway gate	9.470	1.89
Guntur Circle	14	Baptla	36	Repalle	STP 01	Isukapalli,Bethapudi	5.600	1.12
Guntur Circle		Baptla		Repalle	STP 02	Bethapudi road	2.400	0.48
Guntur Circle		Baptla	37	Bapatla	STP 02	Maruproluvari Palem	5.000	1.00

Guntur Circle		Bappla		Bapatla	STP 03	Mulapalem	2.180	0.44
Guntur Circle		Bappla	38	Chirala	STP 01	Devangapuri	7.120	1.42
Guntur Circle	15	Guntur	39	Ponnur	STP 01	Weavers colony	7.800	1.56
Total (A)			39	ULBs	60 Plants		281.35	56.270

- 1.3 The scope of the project is to provide Construction of STPs with advanced modern technology like SBR, MBBR etc., (recognized in SBM (U) 2.0 Ready Reckoner) which includes Investigation, Digital leveling/ Electronic Total Station (ETS) Survey, Soil exploration, sewage analysis, Process Design, Preparation of Hydraulic and Structural designs & drawings, Preparation of Detailed Estimates & BoQs (duly approved by the authority) and Supply, Construction, Installation, Testing and Commissioning of Sewage Treatment Plant with, MCC Panel Room and all contingent Civil, Electrical, Mechanical and Instrumentation works with 90days Trial Run including 02 (two) years DefectLiability Period (DLP) will be commenced after successful commissioning.
- 1.4 Construction period 12 Months excluding 3 months Trail Run for works + 2 years DLP.
- 1.5 The scope of STP(s) includes but is not limited to detailed design including hydraulic, process, equipment design and preparation of detailed layout working drawings for process layout plan, general arrangement drawings, flow diagrams and structural drawings for civil, electrical, mechanical, instrumentation systems, automation diagrams,data sheets of equipment’s and cable schedules and detailed structural steel fabrication drawings, preparation of design report manufacture and testing at places of manufacture, painting, packing, transport, delivery, supply, storage, erection, building-in, setting work, commissioning, testing, painting, lining and finishing after erection of all plant required for the waste water Treatment Work, including pipelines, pumps, pumping installations, machinery apparatus, flow meters at various installations, on line monitoring equipment’s for monitoring process parameters, whole plant computer based automation system, pipe work, lifting, handling and ventilation equipment, electrical equipment instrumentation, control, lighting systems, earthing and lighting protection system, internal roads, watching quarters, green belt development, tree plantation, compound walls articles, fittings and accessories, electrical switchyard, ancillary works, enabling works of all kind and nature required for installations of the highest possible operative standards and for compliance with the standards prescribed in the specification and with the particulars and guarantees furnished by the contractor in the (hereinafter referred to as “the Works”), followed by successful completion of the Trial-run period of 90 days and commissioning and issuance of Taking-Over Certificate for the Works.
- 1.6 The bidding for the Sewage Treatment Plant’s which is to be constructed in this contract would be based on Modern Technology. All the works from the influent of STP

up- to effluent and safe disposal of the treated effluent shall be in the scope of the contractor.

- 1.7 The agency has to provide real time monitoring system to measure pollutants/Characteristics of treated water at the inlet and outlet of STPs.

2. EPC COMPONENT OF THE WORK

- 2.1 All preparatory work, including required topographical survey, clearing out trees, shrubs, debris, leveling and dressing of the site, excavation in wet saturated soil and disposal of surplus excavated earth within the site to the extent possible and proper disposal of the extra surplus excavated earth to a suitable location as decided by the Department.
- 2.2 Carrying out of necessary Digital leveling/ Electronic Total Station (ETS) surveys and soil investigations as deemed necessary by the Contractor for the purpose of preparation of designs, drawings and estimates. If the soil bearing capacity is less, then the contractor shall do ground improvement work as necessary under intimation to the department. Bidder shall also carry out necessary studies on waste water to be collected.
- 2.3 The bidder has to take all necessary approvals of designs, drawings, BoQs, payment schedules etc., from the authority.
- 2.4 Bidder should inspect the proposed site for STP and other related works. Further he has to estimate the quality characteristics of influents such as wastewater (Sewage flow from drains) etc. Further, the geotechnical conditions of site shall be ascertained by the bidder on his own for making the proposal
- 2.5 Process and Hydraulic Design
- 2.6 Preparation of GA Drawings, Site Layout, Unit Process/ Equipment/ Facility/ Building layouts, Hydraulic Profile, Process Flow Diagram, Piping, Process and Instrumentation Diagram (P&ID).
- 2.7 Detailed Sizing, Design and Engineering of all treatment units, buildings, structures and equipment (including all civil, mechanical, electrical, architectural, instrumentation, control, automation and PLC controlled SCADA operating system with sensors including determining quantitative and qualitative parameters of influent and effluent)
- 2.8 The GAD (General arrangement drawing) should include all the units for the design requirement of capacity as mentioned in Bid documents. The placement/layout of units should be clearly shown in the available land area.
- 2.9 Design and Construction of all Civil Structures and Building Works STP design shall be capable of handling Sewage of estimated capacity 281.35 MLD (60 Nos.). The agency has to apply and obtain all permissions from Pollution Control Board Appropriate state of the art Construction Procedures & technologies (however the department/employer will assist in liaisoning with APPCB) and innovative methods

shall be adopted for providing the best possible solutions at every stage of Construction of the system.

- 2.10 The contractor's scope shall be limited up to the STP boundary only. Any works beyond the last discharge point outside the STP premises shall be excluded from the contractor's scope.
- 2.11 The contractor's responsibility shall be confined to the design and construction of inlet works inside the STP premises, such as receiving chambers, trash screens, mechanical coarse screens, grit chambers, wet well, pumping requirements and related inlet appurtenances.
- 2.12 Design, Construction and Commissioning of Bypass Lines Submission of Detailed Engineering Designs, Drawings, Process & hydraulic Calculations, Mass Balance Calculations, and Data Sheets as per bid requirements.
- 2.13 Procurement, Supply and Installation, Erection of all Mechanical, Electrical, Instrumentation, PLC controlled SCADA operating system with sensors including determining quantitative and qualitative parameters of influent and effluent.
- 2.14 Procurement, Supply and Installation, Erection of Transformers with transformer yard and DG set of suitable capacity to cater full design load of STP.
- 2.15 ULB will provide a dedicated power feeder up to the boundary of the STP. All works beyond this point, including the installation of the energy meter, electrical cubicles, and associated components up to the tail end, shall fall under the scope of work of the Bidder and installation of non-clog sewage pump sets of suitable capacity with all required electro mechanical items.
- 2.16 Establishment of Transformer yard at Battery Limits (STP site) and Connection from Transformer yard to STP is in the scope of Agency.
- 2.17 Execution of all Civil, Mechanical, Electrical, Instrumentation, PLC controlled SCADA operating system with sensors including determining quantitative and qualitative parameters of influent and effluent at Site including Construction, Erection & Testing.
- 2.18 Construction of compound wall/fencing all around the plot boundary and fixing of compound gates as per the requirement, construction of watchmen Quarter, Toilets and as per the approval of Employer or Employer's Representative and construction of bypass channel for excess sewage from inlet chamber to the ultimate disposal point of treated effluent or excess sewage.
- 2.19 Disposal of Treated Sewage is upto Battery Limit Only.
- 2.20 Construction of Internal Plant Roads, Curbs, Pavements, Parking Spaces, Compound Wall/fencing, plant water supply and sewage disposal and Storm Water Drains.
- 2.21 Providing yard lighting as per illumination standards with suitable electric poles, bulbs, cables etc.
- 2.22 Safety standards shall be followed in the units as per standards accordingly necessary

provisions shall be made in the components. Railing for the structures, firefighting equipment's etc. shall be provided in the plant.

- 2.23 The bidder shall made suitable arrangements for disposal of treated sludge as well as treated effluent as per norms and as directed by the Engineer – in – Charge.
- 2.24 Treated Sludge can be used on site as manure or hand over to ULB for Use.
- 2.25 Transportation and Disposal of Sludge shall be made at the designated area shown by the Corporation/ ULB/ Department with a vicinity of 5 km.
- 2.26 Plantation and Landscaping work and developing green belt around the premises.
- 2.27 During construction period the contractor should establish quality control testing Lab or tie up with established quality control laboratories for carrying out required for testing of materials and quality assurance.
- 2.28 Construction and equipping of analytical laboratory for routine testing of raw and treated sewage quality on a day-to-day basis and control of process parameters; Instituting Quality Assurance and Quality Control procedures during construction and trial run period.
- 2.29 Trial Run for 03 (three) months after completion of Installation Works: The contractor shall stabilize the plant within a maximum period of 03 (three) months of trial-run period and shall deploy manpower and provide consumables at no cost to the Employer during the three months trial run period of STP.
- 2.30 Providing Training to the Department/ ULB staff.
- 2.31 Preparation and Submission of As-Built drawings and user manual for all Civil, Mechanical, Electrical, Instrumentation and PLC controlled SCADA operating system with sensors including determining quantitative and qualitative parameters of influent and effluent.
- 2.32 Design, construction, installation, testing, commissioning and trial run, stabilization, demonstration of performance of all equipment, systems, components, and/or services that might be necessary for a complete, fully functional facility in compliance with all requirements of these bid documents.
- 2.33 The Sewage Treatment Plant is to be designed to meet the following effluent discharge standards:
- pH - 6.5 - 8.5
 - BOD < 10 mg/ltr
 - COD < 50 mg/ltr
 - TSS < 20 mg/ltr
 - TN < 10 mg/ltr
 - TP < 1 mg/ltr
 - FC < 100 MPN / 100 ml.

(As per NGT 2019 norms).

- 2.34 Trial Run for 03 (three) months after completion of Installation Works: The contractor

shall stabilize the plant within a maximum period of 03 (three) months of trial-run period and shall deploy manpower and provide consumables at no cost to the Employer during the three months trial run period of STP. In case the plant is not stabilized within 03 (three) months of the trial run period and fails to meet the effluent discharge standards, the trial run period will be automatically extended and the contractor shall continue to run the STP until the plant meets the effluent discharge standards, duly deploying the requisite manpower and providing the consumables and electrical power at his own cost. In addition, he shall be liable to levy of the penalties as stipulated for the O&M period until the effluent discharge standards are met. After successful completion of trial run commissioning of the plant shall be declared and Similarly the Defect Liability Period, Operation and Maintenance period will be commenced.

- 2.35 The contractor shall ensure compliance with the prescribed effluent discharge standards. “Consent for Establishment (CFE)” and “Consent for Operation (CFO)” from the CPCB/APPCB and NGT, however the department/employer will assist in liaisoning with CPCB/APPCB and NGT.
- 2.36 Power Charges are in the Scope of the Bidder till the end of Period of completion.
- 2.37 Submission of Commissioning Procedure
- 2.38 Submission of Operation and Maintenance Manuals (to assess the O&M for future)
- 2.39 Submission of requisite design/ drawings to statutory bodies and will facilitate the clearances and be responsible for getting permission for the work from statutory bodies and respective DISCOMs.
- 2.40 The contractor shall obtain all the necessary clearances during execution, and towards the commencement of operations from the concerned Statutory Authorities such as Railways, APPCB, Revenue, SAC etc. duly liaisoning with the same. However, all logistic support and prescribed fees shall be initially paid by the Contractor and will be reimbursed by the Employer.
- 2.41 The agency has to set up a real time monitoring system for treatment plants to monitor inlet and outlet parameters and shall furnish weekly reports of the inlet and outlet parameters from NABL accredited Laboratories.
- 2.42 Following Site Development Works, if required to be executed as per the site condition, the same shall be treated as extra item of work and paid as per prevailing SOR with tender premium at the time of execution.
- i. Soil Improvement techniques for improvement of SBC (paid only if existing soil is SBC is less than 5 tonnes/m²).
 - ii. Soil filling in the site layout (paid only for the depth of filling more than 1m).
 - iii. Increase in depth of foundations due to site filling
 - iv. Special foundations/ piling / Hard rock excavation if required as per site conditions after proper examination/taking consent from the engineer-in-charge.
- 2.43 Commencement of O&M, DLP for each STP shall be separate and independent.

Accordingly, O&M payments shall be released.

3. OPERATION & MAINTENANCE (O&M) COMPONENT OF THE WORK

- 3.1 After the successful completion of the trial run period of the STP including inlet works, the contractor shall operate and maintain the system for 05 (five) years including 02 (two) years Defects Liability Period. The O&M includes carrying out necessary repairs of equipment to meet original specifications, replacement of any components required for smooth running of the system etc., including preventive maintenance. The replacement of the items should be of the same specifications as in the original contract documents. Efficiency of all the systems as considered for design should be maintained throughout the O&M period.
- 3.2 The requisite O&M shall be undertaken according to manufacturers' instructions for the entire plant and its components during any inactive period if the influent wastewater is not available at the time of STP completion.
- 3.3 O&M of the entire system shall be conducted for 05 (five) years including 02 (two) years of Defects Liability Period of the Sewage Treatment Plant/(s) including pumping station and inlet works in this contract from the date of issue of Completion Certificate after commissioning of the Works and successful passing test on completion as per the Conditions of Contract.
- 3.4 The contractor shall ensure compliance of the effluent discharge standards and all safety procedures as stipulated by the APPCB during O&M period.
- 3.5 Bidder should inspect the proposed site for STP and other related works. Further he has to estimate the quality characteristics of influents such as wastewater, etc. Further, the geotechnical conditions of site shall be ascertained by the bidder on his own for making the proposal.
- 3.6 Appropriate state of the art Construction Procedures & technologies and innovative methods shall be adopted for providing the Sewerage Treatment and various alternatives shall be explored for providing best possible solutions at every stage of Construction of the system and the proposed system shall be compatible with the existing system and necessary provisions should be done in order to make it compatible with the proposed system and to commission the same.
- 3.7 The bidding for the sewage treatment plant which is to be constructed in this contract would be based on Modern Technology. All the works from the influent of STP up-to effluent and safe disposal of the treated effluent, including sludge treatment shall be in the scope of the contractor.
 - i) *The effluent discharge standards shall be as prescribed below:*
 - **pH 6.5 - 8.5,**
 - **BOD < 10mg/lit,**

- **COD < 50mg/lit,**
- **TSS < 10mg/lit,**
- **TN < 10mg/lit,**
- **TP < 1mg/lit,**
- **NH₄N < 5mg/lit,**
- **FC < 100 MPN / 100 ml.**

ii) The Sewage Treatment Plant is to be designed to meet the following effluent discharge standards: pH 6.5 - 8.5, BOD < 10mg/lit, COD < 50mg/lit, TSS < 10mg/lit, TN < 10mg/lit, TP < 2mg/lit, NH₄N < 5mg/lit, FC < 100 MPN / 100 ml.

- 3.8 The bidding for the sewage treatment plant which is to be constructed in this contract would be based on Modern Technology. All the works from the influent of STP up-to effluent and safe disposal of the treated effluent, including sludge treatment shall be in the scope of the contractor.
- 3.9 The Operation and Maintenance (O&M) charges, inclusive of applicable Goods and Services Tax (GST) and price escalation at the rate of 5%, shall be borne by the respective Urban Local Body (ULB).
- 3.10 Upon successful commissioning of the plant(s), the ULB shall enter into a separate O&M Agreement with the same agency that executed the works.

4. TECHNICAL PARAMETERS TO BE COMPLIED BY THE BIDDER

4.1 LAND REQUIREMENT

- a) The bidder shall construct the STP constituting these typical units of, i) Stilling Chamber, ii) Mechanical Fine Screen, iii) Manual Fine Screen, iv) Grit Chamber, v) all physical, chemical, and biological treatment units to ensure effective primary and secondary to satisfy the effluent discharge standards, vi) Sludge Sump and Pump sets, vii) Sludge Thickener, viii) Thickened Sludge Sump and Pump sets, ix) Centrifuge, x) Supernatant Sump and Pump sets, xi) Chlorine Contact tank, xii) Chlorine Building, xiii) Air Blower Building, xiv) Workshop, xv) Admin Building & Toilet Block, xvi) DG Room, xvii) MCC Room, xviii) Transformer Yard, xix) Laboratory, among other required units within minimum possible land area.
- b) The bidder shall further consider the other essential components like, i) Green belt, ii) Plant internal roads, iii) Wet well and pump house, iv) Receiving chamber.
- c) The bidder shall construct plant in the given land space duly meeting all other technical parameters and effluent standards.
- d) After award of LOA and entering into Contract Agreement if it is observed that the successful bidder submits design calculations which are not in line with the restrictions on usage of land area for construction of STP,
 - (i) the Contract will be terminated, and all the deposits shall be forfeited, and,
 - (ii) the bidder will be blacklisted and will be barred for participation in the tenders of A.P. Government for a period of 03 (three) years.

4.2 POWER REQUIREMENT

- i. The bidder shall submit the guaranteed energy consumption details for 05 (five) years of Operation & Maintenance as per prescribed formats Annexure A. The details submitted on energy consumption will be used during bid evaluation
- ii. The bidder shall also submit the energy consumption details for another 05 (five) years of Operation & Maintenance i.e. from 06th to 10th years as per prescribed formats of Annexure A.

- iii.* After approval of the designs and drawings the contract shall submit guaranteed energy consumption details for 05 (five) years of Operation & Maintenance as per prescribed formats Annexure A. Liquidated Damages (LD) for Excess Energy Consumption during actual operation, than the guaranteed energy consumption as per Annexure A submitted after approval of designs, shall be payable by the Contractor as per Sl. No. 14.2.2 below under Penalties for Excess Power Consumption.
- iv.* The bidder shall make available all records of consumption of the chemicals Chlorine and Polyelectrolyte for operation of proposed STPs and make necessary modifications in the consumption as directed by the departmental officers.
- v.* The technology provided shall be fully automated so as to maintain the STP with less man power, efficiently with low energy consumption.
- vi.* Manpower Details: The Contractor shall provide experienced managerial, technical, supervisory, laboratory, administrative, and non-technical personnel and labour necessary to operate and maintain the treatment Plant and works properly, safely and efficiently on 24 hour basis for the full term of the O&M period of 05 (five) years. While doing so, due consideration shall be given to the labour laws in force.

4.3 TECHNOLOGY

The technology provided shall be such that the O&M Cost is minimum.

4.4 OTHERS

- a) All Structures Should be Design Based on IS Codes.
- b) All structural steel members which are related to process of sewage shall be minimum of SS-304 and all the civil structures shall be minimum of VRCC M30 as per approved design and drawing, with steel reinforcement of Fe-500/500D grade (CRS as applicable) as per IS 1786:2008.
- c) The structural designs and drawings with necessary/essential instruments and Electro-Mechanical Equipment's shall be vetted by any IIT/NIT/Govt. Universities and the same shall be approved by the Chief Engineer, Swachh Andhra Corporation (SAC).
- d) All Structures Should be Design Based on IS Codes

The special attention of the Contractor is drawn to the relevant sections and clauses of the National Building Code of India (latest revision) and latest I.S. Specifications (latest editions as amended) and should follow all the specifications and conditions strictly.

Materials and workmanship shall comply with the relevant Indian Standards or any

other National standards equivalent or higher than Indian standard (with amendments) current on the date of submission of tender only.

Where the relevant standard provides for the furnishing of a certificate to the Employer, at his request, stating that the materials supplied comply in all respects with the standards, the Contractor shall obtain the certificate and forward it to the Engineer. The specifications, standard and codes listed below are made a part of this specification. All standards, tentative specifications, specifications, code of practice referred to herein shall be the latest editions including all applicable official amendments and revisions.

If no standard is indicated, the relevant Indian Standard, if any, shall apply, Indian standards are published by:

Bureau of Indian Standards Manak Bhavan,
9, Bahadur Shah Zafar Marg, **NEW DELHI – 110 002.**

In case of discrepancy between the specification and the Standards referred to herein, the Specification shall govern.

BIS References

Applicable Indian Standards	Descriptions
Materials	
IS: 455 – 1989	Specification for Portland slag cement
IS: 12330 – 1988 (2009)	Specification for Sulphate Resisting Portland cement
IS: 6452 – 1989	High Alumina
IS: 1489 – 1991	Specification for Portland pozzolana cement
IS: 6909 – 1990	Specification for super sulphated cement
IS: 8041 – 1990	Specification for rapid hardening Portland cement
IS: 8043 – 1991	Specification for hydrophobic Portland cement
IS: 8112 – 1989	Specification for 43 grade ordinary Portland cement
IS: 12269 – 1987	Specification for 53 grade ordinary Portland cement
IS: 383 – 1970	Specification for coarse and fine aggregates from natural sources for concrete
IS: 1786 – 1985	Specification for high strength deformed steel bars and wires for concrete reinforcement
IS: 4990 - 1993	Specification for plywood for concrete

Applicable Indian Standards	Descriptions
	shuttering work.
IS: 1726 – 1991	Specification for Cast Iron Manhole Covers and Frames.
IS: 883 – 1994	Code of practice for design of structural timber in building.
IS: 1077 – 1992	Common Burnt Clay Building Bricks – Specification.
Tests	
IS: 516 - 1959	Method of test for strength of concrete
IS: 1199 – 1959	Method of sampling and analysis of concrete
IS: 2386 – 1963	Method of test for (Part I & VIII) aggregate for Concrete
IS: 5640 – 1970	Method of test for determining aggregate impact value of soft coarse aggregates
IS: 2720	Methods of test for soils (Parts I & XLI) (latest revisions)
IS: 3025 – 1964	Method for sampling and test (physical and chemical) for water used in construction.
Code of practice	
IS: 456 – 2000	Plain and Reinforced concrete – Code of Practice
IS: 800 – 1984	Code of practice for general construction in steel
IS: 875- (Part-1 to (Part-5)	Code of practice for design loads.
IS: 1172	Code of basic requirements of water supply, drainage and sanitation
IS: 1597	Code of practice for construction of stone masonry, Part-1, Rubble stone masonry.
IS: 1904	Code of practice for design and construction of Foundations in soil: General requirements.
IS: 1948	Aluminium doors, windows and ventilators.
IS: 2065	Code of practice for water supply in buildings.
IS: 2074	Ready mixed paint, air drying, red oxide-zinc chrome, priming
IS: 2212	Code of practice for brick work.
IS: 2216	Sand for masonry mortars.
IS: 2250	Code of practice for preparation and use of masonry mortars.
IS 2470 (Part-1 &2)	Code of practice for installation of septic tank.
IS: 2502 – 1963	Code of practice for bending and fixing of bars for concrete reinforcement.
IS: 2527	Code of practice for fixing rain water gutters and down pipes for roof drainage
IS: 2950 (Part-1)	Code of practice for design and construction

Applicable Indian Standards	Descriptions
	of raft foundations Part-1 Design
IS: 2974 (Part-1 to Part-5)	Code of practice for design and construction of machine foundations.
IS: 3370-2009	Code of practice for concrete structures for storage of liquids
IS: 7634 (Part-2)	Code of practice for plastic pipe works for potable water supplies, Part-2 laying and jointing polyethylene (PE) pipes.
IS: 3558 – 1983	Code of practice for use of immersion vibrators for consolidating concrete
IS: 10005 – 1994	SI Units and Recommendations for the use of their Multiples and of certain other units.
IS: 10262 – 1982	Recommended guidelines for concrete mix design
IS: 4111 Part 1 – 1986	Machineholes (first revision)
IS: 4111 Part 4 – 1986	Pumping stations and Pumping mains (rising main)
Construction Safety	
IS: 3696	Safety code of scaffolds (Parts I & II) and ladders (latest revisions)
IS: 2750 – 1964	Specification for steel scaffolding
IS: 3764 – 1992	Code of safety for excavation work
IS: 7969	Safety code for handling and storage of building materials.
Steel	
IS: 2751 – 1979	Code of practice for welding of M.S. Plain & Deformed Bars for reinforced concrete construction
IS: 9417 – 1989	Recommendations for welding cold worked steel bars for reinforced concrete construction
IS: 10790 - 1984	Methods of sampling of steel for prestressed and reinforced concrete part 2 Reinforcing steel.
IS: 1566 – 1982	Specification for Hard-drawn steel wire fabric concrete reinforcement.
IS: 280 – 1978	Specification for Mild Steel Wire for General Engineering.
Brickwork Plastering	
IS: 2116 – 1980	Specification for Sand for masonry mortars.
IS: 3495 – 1992	Methods of test of Burnt clay Building Bricks. (Part-1 to Part-4)
Sluice Valves	
IS: 1364	Hexagon Head Bolts, Screws and Nuts of product Grade A and B (Part 1 – 6 latest revision)
IS: 638–1979	Specification for sheet rubber jointing and

Applicable Indian Standards	Descriptions
	rubber insertion jointing.
IS: 2685 – 1971	Code of practice for selection, installation and maintenance of sluice valves. IS: 14846 – 2000 Sluice valve for water works purposes (50 to 1200mm size) – Specification
Cast Iron Pipes	
IS: 1536 – 2001	Centrifugally Cast (spun) Iron pressure pipes for water, gas and sewage - Specification
IS: 5382 - 1985	Specification for Rubber sealing rings for gas mains, water mains and sewers
IS: 3400	Methods of test for vulcanized rubbers (Part 1 – 23 - latest revisions)
IS: 13655 – 1993	Guidelines for Heat Treatment of Cast Iron.
IS: 1500 – 2005	Methods for brinell hardness test for metallic materials.
IS: 1536:2001	Centrifugally Cast (Spun) Iron Pressure Pipes for Water, gas and sewage Specification.
IS: 1538:1993	Cast Iron Fittings for Pressure Pipes for Water, gas and Sewage - Specification.
IS: 2062 – 1999	Steel for General Structural purposes – Specification.
Ductile Iron Pipes & Fittings	
IS: 8329 – 2000	Centrifugally cast (spun) Ductile Iron pressure pipes for water, gas and sewage - Specification
IS: 5382 – 1985	Specification for Rubber sealing rings for gas mains, water mains and sewers.
IS: 3400	Methods of test for vulcanized rubbers (Part 1 – 23 - latest revisions)
IS: 13655 – 1993	Guidelines for Heat Treatment of Cast Iron.
IS: 1500 – 2005	Methods for brinell hardness test for metallic materials.
IS: 9523 – 2000	Ductile Iron fittings for pressure pipes for Water, Gas & Sewage – Specification.
IS: 12288 – 1987	Code of practice for use and laying of Ductile Iron Pipes.
IS: 2062 – 1999	Steel for General Structural purposes – Specification
MDPE Pipes and fittings	
IS: 781 - 1984	Specification for cast copper alloy screw down bib taps and stop valves for water services
IS: 778 - 1984	Specification for copper alloy gate, globe and check valves for water work purposes.
IS: 2692 – 1989	Specification for Ferrules for Water Services

Applicable Indian Standards	Descriptions
DWC- PE/PP pipes	
IS: 16098	Structured –Wall plastics piping systems for non-(Part 1 & 2): 2013 pressure drainage & sewerage – Specification
Sanitary Appliances	
IS: 651-1980	Salt glazed stone ware pipes and fittings.
IS: 4127 - 1983	Code of practice for laying glazed Stoneware Pipes (First revision).
IS: 1726 – 1974	Specification for cast iron manhole covers and frames - Part 1 to 8
IS: 5455 – 1969	Specification for cast iron steps for Machineholes
IS: 5312 – 1984	Specification for swing check type reflux (nonreturn valves – Part 1 & 2

- e) The structural designs and drawings with necessary/essential instruments and Electro-Mechanical Equipment’s shall be vetted by any IIT/NIT/Govt. Universities and the same shall be approved by the Chief Engineer, Swachh Andhra Corporation (SAC).

4.5 MANPOWER DETAILS

The Contractor shall provide experienced managerial, technical, supervisory, laboratory, administrative, and non-technical personnel and labour necessary to operate and maintain the treatment Plant and works properly, safely and efficiently on 24-hour basis for the trial run period of 90 days as indicated in **Table 5**. While doing so, due consideration shall be given to the labour laws in force.

5. INTERNAL BENCH MARK (IBM)

The Internal Bench Mark of the above scope of work and deliverables (CAPEX) under STPs in Package-I is Rs.6,73,77,00,000/- (Rupees Six Hundred Seventy-Three Crore Seventy-Seven Lakh only) (excluding of taxes)

Note: - The Internal Bench Mark (IBM) is arrived based on the probable quantities indicated in the deliverables.

- a) The EPC Agency shall submit the detailed layout, detailed Designs and Drawings for approval by the competent authority. On the basis of these approved Designs and Drawings, the EPC Agency shall submit detailed estimates along with BoQ as per G.O.Ms.No.50 I&CAD dt.02.03-2009 which will be approved by the Dept. authorities, on the basis of which the execution shall be done. As per the provisions of EPC system, this shall form the basis of payment within the overall **percentage** breakup mentioned in the

document. Payment Schedule will be subject to variation from time to time as per the designs and detailed estimates submitted by the contractor. The payment will be made as per the certified quantity executed.

- b) It shall be expressly understood by the EPC Agency that the Drawings and details appended at the time of bidding are only indicative but not exhaustive.

6 PAYMENT SCHEDULE

Payment schedule approved by EPC Committee:

Table 1: Abstract Estimate with IBM Value

Name of Work : Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh with Modern Technolgy recognized by SBM(U) 2.0 with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call					
Detailed Cum Abstract Estimate for STP-PKG-1					
S. No	Description	Qty	Units	Unit rate	Cost in Rs.
	PART - A Capex				
I	Construction of STPs with Modern technology recognized In SBM (U) 2.0 Ready Reckoner) which includes Investigation, Digital leveling/ Electronic Total Station (ETS) Survey, Soll exploration, sewage analysis, Process Design, Preparation of Hydraulic and Structural designs & drawings, Preparation of Detailed Estimates BoQs and Supply, Construction, Installation, Testing and Commissioning of Sewage Treatment Plants with, MCC, Panel Room and all contingent Civil, Electrical, Mechanical and Instrumentation works with 90 days Trial Run Including 02 (two) years Defect Liability Period (DLP). STP(s) includes but Is not limited to detailed design including hydraulic, process, equipment design, preparation detailed layout working drawings for process, layout plan, flow diagrams, general arrangement drawings for civil, electrical, mechanical, instrumentation, structural drawings, detailed drawings for civil, electrical, mechanical, instrumentation system, automation diagrams, data sheets or equipment's and cable schedules and detailed structural steel fabrication drawings, preparation of design report manufacture and testing at places of manufacture, painting, packing, transport, delivery, supply, storage, erection, building-in, setting work, commissioning, testing, painting, lining and finishing after erection of all plant required for the Sewage Treatment Workapparatus, flow meters at various Installations, online monitoring equipment's for monitoring process parameters, whole plant computer based automation				

	system, pipe work, lifting, handling and ventilation equipment, electrical equipment, Instrumentation, control, lighting systems, earthing and lighting protection system, materials, articles, fittings and accessories, ancillories, electrical switch yard, dedicated electrical feeders and electrical tapping points, Internal plant road and green belt development in STP, diesel generators at STP compound wall, ancillary works, enabling works of all kind and nature required for installations of the highest possible operative standards and for compliance with the standards prescribed in the specification. The Sewage Treatment Plant is to meet effluent discharge standards as per NGT Norms				
	For STPs				
1	Amadalavalasa-STP 01 of 2.1 MLD Capacity-(1 No.)	2.10	MLD	2,80,00,000	5,88,00,000.00
2	Amadalavalasa-STP 02 of 1.2 MLD Capacity-(1 No.)	1.20	MLD	2,94,00,000	3,52,80,000.00
3	Amadalavalasa-STP 03 of 1 MLD Capacity-(1 No.)	1.00	MLD	2,97,00,000	2,97,00,000.00
4	Amadalavalasa-STP 04 of 1 MLD Capacity-(1 No.)	1.00	MLD	2,97,00,000	2,97,00,000.00
5	Ichapuram-STP 01 of 4.1 MLD Capacity-(1 No.)	4.10	MLD	2,16,00,000	8,85,60,000.00
6	Palasa Kasibugga-STP 01 of 10.068 MLD Capacity-(1 No.)	10.07	MLD	1,56,00,000	15,70,60,800.00
7	Palakonda-STP 01 of 5 MLD Capacity-(1 No.)	5.00	MLD	1,83,00,000	9,15,00,000.00
8	Parvathipuram-STP 01 of 7.4 MLD Capacity-(1 No.)	7.40	MLD	1,71,00,000	12,65,40,000.00
9	Salur-STP 01 of 7.5 MLD Capacity-(1 No.)	7.50	MLD	1,70,00,000	12,75,00,000.00
10	Rajam-STP 01 of 4.6 MLD Capacity-(1 No.)	4.60	MLD	1,97,00,000	9,06,20,000.00
11	Rajam-STP 02 of 1.5 MLD Capacity-(1 No.)	1.50	MLD	2,89,00,000	4,33,50,000.00
12	Rajam-STP 03 of 1.5 MLD Capacity-(1 No.)	1.50	MLD	2,89,00,000	4,33,50,000.00
13	Bobbili-STP 02 of 2.5 MLD Capacity-(1 No.)	2.50	MLD	2,73,00,000	6,82,50,000.00
14	Bobbili-STP 03 of 2.5 MLD Capacity-(1 No.)	2.50	MLD	2,73,00,000	6,82,50,000.00
15	Nellimarla-STP 01 of 4 MLD Capacity-(1 No.)	4.00	MLD	2,19,00,000	8,76,00,000.00
16	Narsipatnam-STP 01 of 4.8 MLD Capacity-(1 No.)	4.80	MLD	1,90,00,000	9,12,00,000.00
17	Narsipatnam-STP 02 of 4.5 MLD Capacity-(1 No.)	4.50	MLD	2,01,00,000	9,04,50,000.00
18	Yellamanchali-STP 01 of 4 MLD Capacity-(1 No.)	4.00	MLD	2,19,00,000	8,76,00,000.00
19	Tuni-STP 01 of 8.7 MLD Capacity-(1 No.)	8.70	MLD	1,64,00,000	14,26,80,000.00
20	Samalkot-STP 01 of 8.6 MLD Capacity-(1 No.)	8.60	MLD	1,64,00,000	14,10,40,000.00
21	Pithapuram-STP 01 of 4.2 MLD Capacity-(1 No.)	4.20	MLD	2,12,00,000	8,90,40,000.00

22	Pithapuram-STP 02 of 3 MLD Capacity-(1 No.)	3.00	MLD	2,58,00,000	7,74,00,000.00
23	Peddapuram-STP 01 of 7.3 MLD Capacity-(1 No.)	7.30	MLD	1,71,00,000	12,48,30,000.00
24	Gollaprollu-STP 01 of 3.9 MLD Capacity-(1 No.)	3.90	MLD	2,23,00,000	8,69,70,000.00
25	Yeleswaram-STP 01 of 4.7 MLD Capacity-(1 No.)	4.70	MLD	1,94,00,000	9,11,80,000.00
26	Nidadavole-STP 01 of 5.8 MLD Capacity-(1 No.)	5.80	MLD	1,79,00,000	10,38,20,000.00
27	Kovvur-STP 01 of 4 MLD Capacity-(1 No.)	4.00	MLD	2,19,00,000	8,76,00,000.00
28	Kovvur-STP 02 of 2 MLD Capacity-(1 No.)	2.00	MLD	2,81,00,000	5,62,00,000.00
29	Amalapuram-STP 01 of 7.4 MLD Capacity-(1 No.)	7.40	MLD	1,71,00,000	12,65,40,000.00
30	Ramachandrapuram-STP 01 of 6.7 MLD Capacity-(1 No.)	6.70	MLD	1,74,00,000	11,65,80,000.00
31	Mandapeta-STP 01 of 4.7 MLD Capacity-(1 No.)	4.70	MLD	1,94,00,000	9,11,80,000.00
32	Mandapeta-STP 02 of 4 MLD Capacity-(1 No.)	4.00	MLD	2,19,00,000	8,76,00,000.00
33	Mumidivaram-STP 01 of 4.1 MLD Capacity-(1 No.)	4.10	MLD	2,16,00,000	8,85,60,000.00
34	Palacole-STP 01 of 8.1 MLD Capacity-(1 No.)	8.10	MLD	1,67,00,000	13,52,70,000.00
35	Narsapur-STP 01 of 4.6 MLD Capacity-(1 No.)	4.60	MLD	1,97,00,000	9,06,20,000.00
36	Narsapur-STP 02 of 3.9 MLD Capacity-(1 No.)	3.90	MLD	2,23,00,000	8,69,70,000.00
37	Tanuku-STP 01 of 10.7 MLD Capacity-(1 No.)	10.70	MLD	1,49,00,000	15,94,30,000.00
38	Jangareddy Gudem-STP 01 of 5 MLD Capacity-(1 No.)	5.00	MLD	1,83,00,000	9,15,00,000.00
39	Jangareddy Gudem-STP 02 of 4.5 MLD Capacity-(1 No.)	4.50	MLD	2,01,00,000	9,04,50,000.00
40	Nuzivid-STP 01 of 5.2 MLD Capacity-(1 No.)	5.20	MLD	1,82,00,000	9,46,40,000.00
41	Nuzivid-STP 02 of 4.6 MLD Capacity-(1 No.)	4.60	MLD	1,97,00,000	9,06,20,000.00
42	Pedana-STP 01 of 2.4 MLD Capacity-(1 No.)	2.40	MLD	2,75,00,000	6,60,00,000.00
43	Pedana-STP 02 of 1.6 MLD Capacity-(1 No.)	1.60	MLD	2,88,00,000	4,60,80,000.00
44	Vuyyuru-STP 01 of 4 MLD Capacity-(1 No.)	4.00	MLD	2,19,00,000	8,76,00,000.00
45	Vuyyuru-STP 02 of 3 MLD Capacity-(1 No.)	3.00	MLD	2,58,00,000	7,74,00,000.00
46	Tiruvuru-STP 01 of 5 MLD Capacity-(1 No.)	5.00	MLD	1,83,00,000	9,15,00,000.00
47	Tiruvuru-STP 02 of 2.8 MLD Capacity-(1 No.)	2.80	MLD	2,66,00,000	7,44,80,000.00
48	Jaggiahpeta-STP 01 of 5.4 MLD Capacity-(1 No.)	5.40	MLD	1,81,00,000	9,77,40,000.00
49	Jaggiahpeta-STP 02 of 5 MLD Capacity-(1	5.00	MLD	1,83,00,000	9,15,00,000.00

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

	No.)				
50	Nandigama-STP 01 of 3.091 MLD Capacity-(1 No.)	3.09	MLD	2,54,00,000	7,85,11,400.00
51	Nandigama-STP 02 of 2.77 MLD Capacity-(1 No.)	2.77	MLD	2,67,00,000	7,39,59,000.00
52	Nandigama-STP 03 of 1.85 MLD Capacity-(1 No.)	1.85	MLD	2,84,00,000	5,25,40,000.00
53	Macherla-STP 01 of 9.9 MLD Capacity-(1 No.)	9.90	MLD	1,58,00,000	15,64,20,000.00
54	Sattenapalli-STP 01 of 9.47 MLD Capacity-(1 No.)	9.47	MLD	1,60,00,000	15,15,20,000.00
55	Repalle-STP 01 of 5.6 MLD Capacity-(1 No.)	5.60	MLD	1,80,00,000	10,08,00,000.00
56	Repalle-STP 02 of 2.4 MLD Capacity-(1 No.)	2.40	MLD	2,75,00,000	6,60,00,000.00
57	Bapatla-STP 02 of 5 MLD Capacity-(1 No.)	5.00	MLD	1,83,00,000	9,15,00,000.00
58	Bapatla-STP 03 of 2.18 MLD Capacity-(1 No.)	2.18	MLD	2,78,00,000	6,06,04,000.00
59	Chirala-STP 01 of 7.12 MLD Capacity-(1 No.)	7.12	MLD	1,72,00,000	12,24,64,000.00
60	Ponnur-STP 01 of 7.8 MLD Capacity-(1 No.)	7.80	MLD	1,69,00,000	13,18,20,000.00
	STP-PKG-1 - 60 No.s	281.35	MLD		5,48,44,69,200.00
PART-A Capex Cost in Rs.Crs					548.45
PART - B Operation & Maintanance(excluding Power Charges					
1	Man Power Requirement	60	Per Plant		15,38,97,924.00
	i.Man Power Requirement(<5 MLD)-7 Nos	37	Per Plant	2414688	8,93,43,456.00
	ii.Man Power Requirement(>5 MLD)-8 Nos	23	Per Plant	2806716	6,45,54,468.00
2	Consumables/Chemical Requirement				
	i.Chlorine @ 1460 Kgs/Year Per 1 MLD	281.35	MLD	60408	1,69,95,790.80
	ii.Dewatering Polyelectrilyte @ 110 Kgs Per MLD				
3	Sludge Disposal	253.215	m3	63875	1,61,74,108.13
4	Civil & EM Repairs per annum from 3 rd Year after 2 Years DLP	281.35	MLD	-	6,96,34,125.00
A	O&M Cost for 1 st Year in Rs.				18,70,67,822.93
B	O&M Cost for 2 nd Year including Price Escalation @ 5 % in Rs.				19,64,21,214.07
C	O&M Cost (including Repairs) for 3 rd Year including Price Escalation @ 5 % in Rs.				27,58,76,399.77
D	O&M Cost for 4 th Year including Price Escalation @ 5 % in Rs.				28,96,70,219.76

E	O&M Cost for 5 th Year including Price Escalation @ 5 % in Rs.	30,41,53,730.75
	Total O&M Cost for Total 5 Years in Rs.	1,25,31,89,387.00
	Total O&M Cost for 5 Years excluding energy charges in Rs.	1,25,31,89,387.00
	PART-B-Total O&M Cost for 5 Years excluding energy charges in Rs. Crores	125.32
	Part A&B : Total Estimated Contract Value (ECV) of STPs PKG-I (Capex + Opex) in Rs. Crs	673.77
	PART - C Provisions	
	i. (Statutory Provisions on PART - A Capex)	
1	Provision for Seignorage Charges @3%	16,45,34,076.00
2	Provision for NAC @0.1%	54,84,470.00
3	Provision for Quality Control @1%	5,48,44,692.00
4	Provision for DPR&Consultancy Services Charges @2%	10,96,89,384.00
5	Provision for GST @ 18% on (ECV+Seinorage Charges + NAC + QC + DPR & Consultancy Services Charges)	1,04,74,23,928.00
6	Provision for Price Escalation @4%	21,93,78,768.00
7	Provision for Unforseen Items @0.80%	4,40,75,482.00
	Sub total of statutory Provisions on PART - A Capex	1,64,54,30,800
	ii. (Statutory Provisions on PART - B Opex)	
1	Provision towards NAC @ 0.10%	12,53,189.00
2	Provision towards GST @ 18%	22,55,74,090.00
3	Provision Physical Contigenies & Price Variation@5%	6,26,59,469.00
4	Labour Cess@1%	1,25,31,894.00
5	Provision for unforeseen items	1,26,23,865.00
	Sub total of statutory Provisions on PART - B Opex	31,46,42,507
	Total of statutory Provisions on Capex&Opex	

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

		1,96,00,73,307
	PART-C Total of statutory Provisions on Capex&Opex in Rs. Crores	196.01
	TOTAL CAPEX Cost + Provisions In Rs. Crores	712.99
	TOTAL OPEX Cost + Provisions In Rs. Crores	156.78
	TOTAL PROJECT COST (CAPEX+OPEX+PROVISIONS) IN Rs.	8,69,77,31,894
	TOTAL PROJECT COST (CAPEX+OPEX+PROVISIONS) IN Rs. Crores	869.77

Table 2: Percentage breakup of components with respect to IBM Value

PART –A : Capital Works			
S.No	Description	MLD	Percentage %
I	Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1 st Call		
1	Amadalavalasa-STP 01 of 2.1 MLD Capacity- (1 Nos.)	2.100	0.7
2	Amadalavalasa-STP 02 of 1.2 MLD Capacity- (1 Nos.)	1.200	0.4
3	Amadalavalasa-STP 03 of 1 MLD Capacity- (1 Nos.)	1.000	0.4
4	Amadalavalasa-STP 04 of 1 MLD Capacity- (1 Nos.)	1.000	0.4
5	Ichapuram-STP 01 of 4.1 MLD Capacity- (1 Nos.)	4.100	1.5
6	Palasa Kasibugga-STP 01 of 10.068 MLD Capacity- (1 Nos.)	10.068	3.6
7	Palakonda-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
8	Parvathipuram-STP 01 of 7.4 MLD Capacity- (1 Nos.)	7.400	2.6
9	Salur-STP 01 of 7.5 MLD Capacity- (1 Nos.)	7.500	2.7
10	Rajam-STP 01 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
11	Rajam-STP 02 of 1.5 MLD Capacity- (1 Nos.)	1.500	0.5
12	Rajam-STP 03 of 1.5 MLD Capacity- (1 Nos.)	1.500	0.5
13	Bobbili-STP 02 of 2.5 MLD Capacity- (1 Nos.)	2.500	0.9
14	Bobbili-STP 03 of 2.5 MLD Capacity- (1 Nos.)	2.500	0.9
15	Nellimarla-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
16	Narsipatnam-STP 01 of 4.8 MLD Capacity- (1 Nos.)	4.800	1.7
17	Narsipatnam-STP 02 of 4.5 MLD Capacity- (1 Nos.)	4.500	1.6
18	Yellamanchali-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
19	Tuni-STP 01 of 8.7 MLD Capacity- (1 Nos.)	8.700	3.1
20	Samalkot-STP 01 of 8.6 MLD Capacity- (1 Nos.)	8.600	3.1
21	Pithapuram-STP 01 of 4.2 MLD Capacity- (1 Nos.)	4.200	1.5
22	Pithapuram-STP 02 of 3 MLD Capacity- (1 Nos.)	3.000	1.1
23	Peddapuram-STP 01 of 7.3 MLD Capacity- (1 Nos.)	7.300	2.6
24	Gollaprollu-STP 01 of 3.9 MLD Capacity- (1 Nos.)	3.900	1.4
25	Yeleswaram-STP 01 of 4.7 MLD Capacity- (1 Nos.)	4.700	1.7
26	Nidadavole-STP 01 of 5.8 MLD Capacity- (1 Nos.)	5.800	2.1
27	Kovvur-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
28	Kovvur-STP 02 of 2 MLD Capacity- (1 Nos.)	2.000	0.7
29	Amalapuram-STP 01 of 7.4 MLD Capacity- (1 Nos.)	7.400	2.6
30	Ramachandrapuram-STP 01 of 6.7 MLD Capacity- (1 Nos.)	6.700	2.4
31	Mandapeta-STP 01 of 4.7 MLD Capacity- (1 Nos.)	4.700	1.7

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

32	Mandapeta-STP 02 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
33	Mumidivaram-STP 01 of 4.1 MLD Capacity- (1 Nos.)	4.100	1.5
34	Palacole-STP 01 of 8.1 MLD Capacity- (1 Nos.)	8.100	2.9
35	Narsapur-STP 01 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
36	Narsapur-STP 02 of 3.9 MLD Capacity- (1 Nos.)	3.900	1.4
37	Tanuku-STP 01 of 10.7 MLD Capacity- (1 Nos.)	10.700	3.8
38	Jangareddy Gudem-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
39	Jangareddy Gudem-STP 02 of 4.5 MLD Capacity- (1 Nos.)	4.500	1.6
40	Nuzivid-STP 01 of 5.2 MLD Capacity- (1 Nos.)	5.200	1.8
41	Nuzivid-STP 02 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
42	Pedana-STP 01 of 2.4 MLD Capacity- (1 Nos.)	2.400	0.9
43	Pedana-STP 02 of 1.6 MLD Capacity- (1 Nos.)	1.600	0.6
44	Vuyyuru-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
45	Vuyyuru-STP 02 of 3 MLD Capacity- (1 Nos.)	3.000	1.1
46	Tiruvuru-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
47	Tiruvuru-STP 02 of 2.8 MLD Capacity- (1 Nos.)	2.800	1
48	Jaggiahpeta-STP 01 of 5.4 MLD Capacity- (1 Nos.)	5.400	1.9
49	Jaggiahpeta-STP 02 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
50	Nandigama-STP 01 of 3.091 MLD Capacity- (1 Nos.)	3.091	1.1
51	Nandigama-STP 02 of 2.77 MLD Capacity- (1 Nos.)	2.770	1
52	Nandigama-STP 03 of 1.85 MLD Capacity- (1 Nos.)	1.850	0.7
53	Macherla-STP 01 of 9.9 MLD Capacity- (1 Nos.)	9.900	3.5
54	Sattenapalli-STP 01 of 9.47 MLD Capacity- (1 Nos.)	9.470	3.4
55	Repalle-STP 01 of 5.6 MLD Capacity- (1 Nos.)	5.600	2
56	Repalle-STP 02 of 2.4 MLD Capacity- (1 Nos.)	2.400	0.9
57	Bapatla-STP 02 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
58	Bapatla-STP 03 of 2.18 MLD Capacity- (1 Nos.)	2.180	0.8
59	Chirala-STP 01 of 7.12 MLD Capacity- (1 Nos.)	7.120	2.5
60	Ponnur-STP 01 of 7.8 MLD Capacity- (1 Nos.)	7.800	2.8
	Total	281.35	100
	(A) Total Estimated Contract Value (ECV) of STP PKG-I in Rs. Crs.	281.35 MLD	548.45
Part-B : O&M			
A	O&M Cost for 1 st Year in Rs.		18,70,67,822.93
B	O&M Cost for 2 nd Year including Price Escalation @ 5 % in Rs.		19,64,21,214.07
C	O&M Cost (including Repairs) for 3 rd Year including Price Escalation @ 5 % in Rs.		27,58,76,399.77
D	O&M Cost for 4 th Year including Price Escalation @ 5 % in Rs.		28,96,70,219.76
E	O&M Cost for 5 th Year including Price Escalation @ 5 % in Rs.		30,41,53,730.75
	Total O&M Cost for Total 5 Years in Rs.		1,25,31,89,387.00
	Total O&M Cost for 5 Years excluding energy charges in Rs.		1,25,31,89,387.00
	PART-B-Total O&M Cost for 5 Years excluding energy charges in Rs. Crores		125.32
	PART-A&B-Total Estimated Contract Value (Capex + Opex) in Rs. Crores		673.77
% breakup of IBM Value based on STPs Capacity			

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

a	Investigation, Survey, and Soil Exploration of site	5.00%
b	Basic Engineering Package (BEP) and Technology Adoption including hydraulic designs and drawings and Structural Designs and drawings	5.00%
c	Civil Works	50.00%
d	Electromechanical & Instrumentation and allied works	30.00%
e	Trail run and Commissioning	10.00%
Total		100.00%
% breakup of Opex Value based on STPs Capacity		
1	Executing O&M For 1st Year	14.93
2	Executing O&M For 2nd Year	15.67
3	Executing O&M For 3rd Year	22.01
4	Executing O&M For 4th Year	23.11
5	Executing O&M For 5th Year	24.27
Total		100.00%

Note: - The sub-component payment schedule shall be approved for each STP individually based on proposed technology component wise after approval of designs and drawing and payment shall be made accordingly.

The Operation & Maintenance (O&M) period and Defect Liability Period (DLP) for each STP shall commence separately and independently from the date of commissioning of the respective STP, and O&M payments shall be released accordingly.

7 KEY PERFORMANCE INDICATORS & PENALTIES

The contractor/EPC agency shall be subject to the following penalties for failure to carry out the construction and its operations as indicated below during design, construction and trail run period of 90 days including “Defect Liability Period” (2 years). The Key Performance Indicators (KPIs) are as follows for design & construction and operation. The KPIs will be monitored through the Citizen Charter, SCADA reports of Swachh Andhra Corporation and accordingly the EPC agency will be penalized for not complying with the following KPIs.

7.1 KPI AND PENALTIES FOR DESIGN AND CONSTRUCTION PHASE

a) Key Performance Indicators

S.no.	Sectional Milestone	Time from stipulated date of contract start (days)	Event of Start	Activities
1	Mobilization	15	Contract signing	
2	Completion of all survey and investigation work.	15	Contract signing	Including QAP all surveys,

3	Submission of Project Master Plan, Implementation Plan and QAP	15	Contract signing	Including Designs, BOQ, implementation and phasing program and methodology
4	Approval of Master plan, Implementation plan and QAP.	15	Contract signing	Including Designs, BOQ, implementation & Phasing program and methodology
Construction Period				
5	Construction of civil works for installation	180	Contract signing	
6	Construction and Commissioning of Sewage Treatment Plant with SCADA system	35	Contract signing	Installation and commissioning of SCADA system for pumping stations and STP
7	Trial run for STP and Submission of As- Built Drawing	90	From date of commissioning	Preparation and Submission of As- Built Drawing

7.2 PENALTIES

SI. No	Activity	Target period for completion from contract commencement date/ Benchmark	Amount of penalty to be recovered in case of delayed output
Design Stage			
1	Mobilization Activities on site as per	15 days	Rs. 10,000 per day
2	Completion of all survey, investigation work	15 days	Rs. 10,000 per day
3	Submission of project Master Plan, Implementation Plan, QAP and Designs	15 days	Rs. 10,000 per day
4	Approval of Master plan, Implementation plan, QAP and Designs	15 days	Rs. 20,000 per day
5 to 7	Construction and Trail Run Period	Damages for delay shall be Rs. 50 Per Lack of the cost of incomplete work of each milestone per month / as per project schedule. However, if the contractor catches with the progress of work the same will be released in Interim Payment Certificates on contractor achieving subsequent milestone(s)	

7.3 ADDITIONAL CONDITIONS

- a) The analysis for the Plant Performance Evaluation for Commissioning Certificate, Defects Liability Period, should be carried out at the Third Party Reputed Laboratory as approved by the Engineer-In- Charge. The charges shall be paid by the Contractor on behalf of the Client and would be reimbursed by the client at actual on production of proof of payment.

Notes:

- (a) The above stated analysis requirements are in addition to the routine analysis for commissioning or regular course of operation as per the tender document and can be done at plant scale.
- (b) The Charges for the Third-Party Laboratory Testing shall be borne by the Contractor.
- (c) The frequency of Sampling for
 - Completion/ Commissioning – Three (03) Composite Samples per day, for Three (03) Consecutive Days (72 Hours)

7.3.1 Any Penalty imposed by APPCB / or any other Authority for Non-compliance of Effluent discharge Standard/s shall be recovered from the Contractor at twice the Penalty imposed by the above authority/(ies) on the Employer.

7.3.2 The KPIs will be operated & monitored through the Sensors, PLC controlled SCADA, complaints in the Citizen Charter of the concerned Corporation / Municipality / Department or those observed and recorded by the officers in-charge of the project during their inspections and accordingly the contractor will be penalized in case of its non- compliance with the above KPIs.

Note: For all the complaints, rectifications etc., the online complaint redressal system will be the basis for levying the penalties and also those observed and recorded by the officers concerned.

7.3.3 The project shall be executed, completed and commissioned within the specified period of 12 (Twelve) months along with 3 months Trail Run Period and 02 (two) years Defects Liability Period after completion of construction and commissioning of the Project, in compliance with the Key Performance Indicators specified.

NB : The above general conditions of the Contract incorporated are from the formats with modifications if any. It is made clear thereby that the General Conditions of the Contract are to be read as subject to the Special Conditions of the Contract. Further, in case of inconsistency or irreconcilability between the General Conditions of the Contract and the Special Conditions of the Contract, the Special Conditions shall prevail over the general conditions.

SECTION I INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

1.1 Refer Part 1 – Scope & Deliverables

1.2 Throughout these Bidding Documents:

- (i) The term “in writing” means communicated in written form and delivered against receipt;
- (ii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (iii) Day” Means calendar day.

2. Corrupt and Fraudulent Practices

2.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in this section 2.2

2.2 “Fraud and Corruption Policy:

2.2.2 It is the Client’s policy to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of the contracts¹. In pursuance of this policy, the Client:

2.2.3 Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “Fraudulent practice” is any act 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 obligation³;
- (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “Coercive practice” is 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

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. of a party⁵;

(v) "Obstructive practice"

- (a) is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (b) acts intended to materially impede the exercise of the inspection and audit rights provided for under paragraph 1.16(e) below.

2.3 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Client to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.

3. Eligible Bidders

- 3.1 The bids are open to those individuals, firms, companies, who meet the following qualification and the eligibility requirements. Individual / Firm eligible for tendering all are having Registration in appropriate eligible class as per the G.O. Ms. No.94, I&CAD (PW-COD) Department, Dated:01.07.2003 or with valid Registration in terms of CPWD or PWD codes in anywhere in the Country. A Bidder may be a firm that is a private entity, a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a MoU / JV agreement. In case of Joint Ventures (JV), JV are allowed with maximum of 3 members including the Lead partner.
- 3.2 Individual/Firm/Company/Contractor/J.V registered under Special Class or equivalent with valid registration with Government of Andhra Pradesh/any state governments in the Country/ Central government anywhere in the country are eligible to tender for the above work.

The bidders need to register on the electronic procurement market place of Government of A.P., that is, www.approcurement.gov.in. On registration on the "e" procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online. While registering on the AP e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile. The AP e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating department for supply of specified goods and services

- 3.3 The bidder(s) are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business.
- 3.4 Do not have record of poor performance such as abandoning the works, not completing

works or financial failures in preceding 10 (ten) financial years.

- 3.5 The bidder should be financially sound and should have not applied for CDR and SDR during last 6(Six) years. A Certificate by Chartered Accountant shall be uploaded by the bidder.
- 3.6 Have complied with the eligibility criteria specified in Section III
- 3.7 In the case of a joint venture:
- 3.7.1 Joint Ventures are allowed with **maximum of 3 members** including the Lead partner. The proposed JV partners shall upload the MoU/JV agreement entered by them at the time of bidding on Rs.100/- Nonjudicial Stamp Paper. The JV shall nominate a Representative Lead member who shall have minimum 51% stake in the JV, and shall have the authority to conduct all business for and on behalf of all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.7.2 The JV partners shall be "Jointly and Severally" liable for the execution of the Contract in accordance with the Contract terms.
- 3.7.3 The JV partners shall be liable individually, proportionate to the extent of their share in the JV and jointly for 100% share.
- 3.7.4 The JV partner of **one consortium shall not enter into JV partnership with another consortium** in which case the EMD of both the JV consortia shall be forfeited./
- 3.7.5 The technical and financial criteria requirement shall be fulfilled by the bidders / members of the JV consortium as stipulated in the bid conditions. **Technical and Financial Requirement will be considered as combined resources added together.**
- 3.8 A Bidder shall not have a conflict of interest, Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (i) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or sub-ordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or sub-ordinated debt to any other Bidder, its Member or any Associate thereof; or
- (ii) has the same legal representative as another Bidder; or
- (iii) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (iv) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof or any constituent thereof have common controlling shareholders or other ownership interest; provided that

this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (“**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (v) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-contractor in more than one bid; or
- (vi) Such Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (vii) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Client as Engineer for the Contract implementation; or
- (viii) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the ITB 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (ix) who: (i) is directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Client throughout the procurement process and execution of the contract.

3.9 A Bidder/JV shall have the **Indian nationality**. A Bidder shall be deemed to have the nationality of India if the Bidder is constituted, incorporated or registered in and

operates in conformity with the provisions of the laws of India, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

- 3.10 A Bidder shall provide such evidence of eligibility satisfactory to the client, as the client shall reasonably request as provided in Section III of this document.
- 3.11 Government-owned enterprises can also participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of Minimum Eligibility Criteria.
- 3.12 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with ITB Clause 2
- 3.13 The Bidder for such qualification may be a single entity or a group of entities (the “Consortium”) coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both, a single entity and a Consortium. No Bidder can be a Specialised Subcontractor of another Bidder.
- 3.14 A Bidder may be a company incorporated under the Indian Companies Act, 2013.
- 3.15 Any other conditions as mentioned in Section III of this document and NIT.
- 3.16 The following firms/person(s) are ineligible to Bid:
 - 3.16.1 A retired officer of the Govt. of AP or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
 - 3.16.2 The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor’s employment within a period of 2 years from the date of his retirement.
 - 3.16.3 The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor’s service.

4. Eligible Materials, Equipment, and Services

- 4.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions in the Client’s country. At the client’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. CONTENTS OF BIDDING DOCUMENTS

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consists of the following, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 7.

Notice Inviting Tender (NIT)

1. PART 1 Scope & Deliverables
 2. PART 2 Bidding Procedures
 - i. Section I. Instructions to Bidders (ITB)
 - ii. Section II. Bid Data Sheet (BDS)
 - iii. Section III. Evaluation & Qualification Criteria
 - iv. Section IV. Bidding Forms
 3. PART 3 Work Requirements (Conditions of Contract and Schedules)
- 5.2 The Notice Inviting Tender issued by the Client shall be considered to be a part of the Bidding Documents.
- 5.3 Unless obtained directly from the Client's eProcurement portal as mentioned in the BDS, the Client is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the Pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the Client shall prevail.
- 5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents. Each Tenderer is solely responsible for conducting its own due diligence and investigation in support of the preparation of Tenders, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Tenderer. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.
- 5.5 The Bid Processing fee shall be as specified in BDS.
- 5.6 Transaction Fee: All the participating bidders shall pay transaction fee of **Rs. 25,000/-** plus applicable GST of 18% towards transaction fee to be paid electronically online through payment gateway services in favour of APTS.
- 5.7 Corpus Fund: The successful bidder should pay an amount 0.04% of ECV limited to Rs. 25,000/- + GST (Rupees twenty-five thousand only plus GST) for works with ECV above Rs. 50 Crores, from successful bidders on eProcurement platform before entering into agreement / issue of purchase orders, towards eProcurement fund in favour of Managing Director, APTS. There shall not be any charge towards eProcurement fund in case of works, goods and services with ECV less than and upto Rs.10 lakhs.

6. Clarification of Bidding Documents, Site Visit

- 6.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 The Bidder and any of its personnel or agents will be granted permission by the Client to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.3 If the Bidders is having any queries on the tender Document, they can send email to Swachhaandhra2015@gmail.com.

7. Amendment of Bid Documents

- 7.1 At any time prior to the deadline for submission of bids, the Client may amend the Bidding Documents by issuing corrigenda/addenda.
- 7.2 Any corrigendum/ addendum issued shall be part of the Bidding Documents. The Client shall also promptly publish the addendum on the Client's eProcurement portal as specified in ITB 5.3 and in accordance with ITB 6.6.
- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Client may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 21.2

C. PREPARATION OF BIDS

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- 8.2 The bid submitted by a techno commercially qualified bidder shall become the property of the client who shall be under no obligation to return the same to the Tenderer.

9. Language of Bid

- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the documents listed under Section IV A. Check List to Accompany the Tender
- 10.2 The Financial Proposal shall be submitted in the BOQ provided in e-Tender portal only.
- 10.3 The Tenderer has to ensure that the file being uploaded in the web portal shall be in the specified file size, to avoid getting rejected by the portal.
- 10.4 In addition to the requirements under ITB 10.1, bids submitted by a JV shall include the copy of the MoU/Joint Venture (JV) Agreement entered by them at the time of bidding on Rs. 100/- Non-Judicial Stamp Paper.
- 10.5 The bidder should furnish the Income Tax Pan Card and latest Income Tax return submitted to IT Department along with proof of receipt.
- 10.6 The bidder should furnish the GST Registration Certificate issued by Government of AP. Latest GST Clearance Certificate if not uploaded at the time of bidding should be furnished before the issue of Letter of Acceptance.

11. Letter of Bid and Schedules

- 11.1 The Letter of Bid and other documents, shall be prepared using the relevant forms furnished in Section III & Section IV Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 19.2. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

- 12.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.
- 12.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 12.3 Except as provided under ITB 12.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Client's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Client, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.
- 12.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Part 2, Conditions of Contract and Schedules.

13. Bid Prices and Discounts

- 13.1 Tenderers shall quote for the whole of the Works/Project on a single responsibility basis such that the total Tender Price covers all the Contractor's obligations mentioned in the Tender Documents in respect of the design, manufacture, including procurement and subcontracting (if any), transportation, packing, forwarding, delivery, construction, installation and completion of the Works/Project. This includes all requirements under the Contractor's Responsibilities for design, design vetting by third party agencies (i.e. IIT/any other national/international) of repute, testing, test on completion, pre-commissioning, commissioning, test after completion, submission of warranty & guarantee certificates and defects rectification and, where so required by the Tender Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Documents, all in accordance with the requirements of the Conditions of Contract. It is the liability of the EPC contractor for the design, supervision and construction; in finalisation of the design and supervision of the construction consequent there to the stability of the structure etc., designed, vetted and constructed consequent there to, so that there will not be even any little negligence or lack of care and diligence in their duties and responsibilities.
- 13.2 Tenderers shall provide price in the manner and detail called for Bid (Financial Proposal). The prices shall only be mentioned in the uploaded in e-Tender portal.
- 13.3 Unless otherwise specified in the BDS and the Contract, the price quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the

provisions of the Conditions of Contract.

13.4 Bidder shall submit the Price for the IBM value.

13.5 Tenders with an excess of above 5% (tender percentage) of the estimated contract value shall summarily be rejected. (G.O.Ms.No.133, Dt:20.11.2004).

13.6 Additional security deposit shall be paid for Tenders quoted below 25% less (-25%) than the estimate. Tenders which are less beyond minus 25% {(<-25%)} of the estimate a Bank Guarantee for the difference between the tendered amount and 75% of the estimate value shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract, over and above other guarantee, which would be released after the completion of work with other Bank Guarantees. All Bank Guarantee shall be from a Nationalized/Scheduled Bank which is valid till completion of the work in all respects (G.O.Ms.No.17, Dt:6.2.2004).

14.Currencies of Bid and Payment

14.1 The currency (ies) of the bid and the currency (ies) of payments shall be Indian Rupees (INR).

15.Documents Comprising the Technical Proposal

15.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section III in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

16.Documents Establishing the Qualifications of the Bidder

16.1 The Bidder shall provide the information in accordance with SECTION III & SECTION IV

16.2 If a margin of preference applies as specified in accordance with ITB domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB.

16.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Client prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or

in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Client, the change may result in a substantial reduction in competition. Any such change

should be submitted to the Client not later than fourteen (14) days after the date of the Invitation for Bids.

17.Period of Validity of Bids

- 17.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the bid submission deadline date prescribed by the Client. A bid valid for a shorter period shall be rejected by the Client as non- responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Client may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 18, it shall also be extended for twenty (20) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

18.Bid Security

- 18.1 The Bidder shall furnish as part of its bid, a bid security **as specified in the Bid Data Sheet** in the amount and currency specified in the Bid Data Sheet
- 18.2 The bid security shall be provided in any of the following forms as per Bidders' Option:
- (a) Online through E-procurement portal by using option of Net Banking / RTGS / NEFT from their registered bank accounts by using Credit Card/ Debit Card as per the Visa / Master Card guidelines in favour of Managing Director, SAC, Rayapudi as per instructions in GO MSNO. 8 dated 09/05/2016 of IT&C Department (or)
 - (b) An irrevocable bank guarantee in favour of the Managing Director, SAC, Rayapudi valid for 180 days. (or)
 - (c) Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, in favour of the Managing Director, Swachh Andhra Corporation, in accordance with G.O.Ms.No.94, Finance Department, dated 13-11-2024, valid for the period specified in the Bid Documents.
- (i) *In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Client prior to bid submission. The bid security shall be valid for one hundred and eighty (180) days from the Bid Due Date, or beyond any period of extension if requested under ITB 17.2.*
- 18.3 If bid security is in the form of Bank Guarantee, scanned copy of the same shall be submitted under technical proposal in e-procurement site. In case the bidder opts to submit non originals hard or soft copies, as per Govt. Memo No.ICDO1-COOR0MISC/22/2020/REFORMS, Dt.27.03.2020, the bidder shall file scanned copy of an affidavit duly notarized to the effect that the information in the documents submitted is genuine and true with undertaking for criminal prosecution if anything found in the information is untrue besides right of the employer to terminate the contract and for other legal recourse.

- 18.4 All Bank Guarantee shall be effective only after the employer's verification through Bank and certified by the bank as genuine to act upon.
- 18.5 The date of issue of the Bank Guarantee should not be more than three months old to the date of submission either for EMD or for Security deposit/ performance Guarantee.
- 18.6 The banker should be informed that the Bank Guarantee should not be liquidated without official consent in writing of the Government/ Employer
- 18.7 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Client as non-responsive.
- 18.8 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the EMD security pursuant to ITB 38 & ITB 39.
- 18.9 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required EMD security Pursuant to ITB 38.
- 18.10 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder, except as provided in ITB 17.2; or
 - (b) If the Tenderer does not accept the correction of its Tender Price pursuant to ITB 30; or
 - (c) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 38; or
 - (ii) Furnish a EMD security in accordance with ITB 39.
 - (iii) If there is found to be any misrepresentation of facts in the submitted bid
- 18.11 The bid security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security shall be in the name of the lead member.
- 18.12 No interest shall be payable on the bid security.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 10, scan them for submission electronically to the AP e-procurement platform.
- 19.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a legally authorized Registered Power of Attorney in favour of the person (herein after called the Authorized Representative). The executor of the Registered Power of Attorney should be authorized through an appropriate Company Board Resolution or equivalent document, copy of such company Board Resolution or equivalent document

should also be attached and shall be duly notarized. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

19.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

19.4 The successful bidder shall be asked to submit the original signed, scanned, submitted document to the client prior to signing of the Contract Agreement. In case of any discrepancy in online submission and hard copy submission, the details as submitted online would be considered final for the purpose of signing of contract.

D. SUBMISSION AND OPENING OF BIDS

20. Submission of bids

20.1 All Bid shall be submitted through the online e-procurement portal of Andhra Pradesh. The document submission shall be by way of scanned copies on portal only. The bidders should quote their initial price offer at the prescribed field / place provided in the e-market place within the prescribed period. Bidders shall not quote/mention rates anywhere else in the Bid other than Financial Proposal; otherwise the Bid shall be summarily rejected. The Bidder shall upload copies of the documents and forms mentioned and certifying full acceptance of all the clauses including Addenda/Corrigenda. The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre-qualification criteria set by the Client owning responsibility for their correctness / authenticity and upload along with Tender. The Bidder are further advised to machine number all the pages and prepare Table of Contents (ToC) in the beginning of documents referring to the page numbers of the indexed items.

20.2 For registration and online bid submission bidders may contact HELP DESK of M/S Vupadhi Techno Services Pvt. Ltd, www.apecurement.gov.in or <https://tender.apecurement.gov.in>

20.3 Digital Certificate Authentication: The Bidder shall authenticate the Bid with his Digital Certificate for submitting the Bid electronically on AP e-procurement platform and the bids not authenticated by digital certificate of the Bidder will not be accepted on AP e-procurement platform. All the Bidders need to obtain Digital Certificate from APTS. For obtaining Digital Signature Certificate please contact:

Andhra Pradesh Technology Services
Limited 3rd Floor, R&B Building,
MG Road, Labbipet, Vijayawada – 520010
Phone: 0866-2468108 / +91-7330717039

<https://www.apts.gov.in/dsc.aspx>

- 20.4 All the bidders shall upload the scanned copies of online payment / BG in AP e-Procurement system and this will be the primary requirement to consider the bid as responsive.
- 20.5 The Client shall carry out the technical bid evaluation solely based on the uploaded Certificates / documents, BG towards Bid security in the AP e-procurement System and open the Price bids of the responsive bidders.
- 20.6 All Bank Guarantees uploaded by all Bidders would be verified with the issuing Bank, subsequently and if any uploaded Bank Guarantee is found to be forged or tampered with or fake, then it would be considered as fraud and would be liable for criminal action invariably.
- 20.7 The Client will notify the successful bidder for submission of original hard copies of all uploaded documents, prior to entering into Agreement.
- 20.8 The successful bidder shall invariably furnish the original certificates /documents of the uploaded scanned copies to the SAC, original Bank Guarantee towards EMD before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The SAC will not take any responsibility for any delay in receipt / non-receipt of original BG towards EMD, certificates /documents, from the successful bidder before the stipulated time.
- 20.9 On receipt of documents, the SAC shall ensure the genuineness of the BG towards EMD and all other certificates/ documents uploaded by the bidder in AP e-procurement system in support of the qualification criteria before concluding the agreement.
- 20.10 If any successful bidder fails to submit the original hard copies of uploaded certificates / documents BG towards Bid security (EMD) within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all Processes of Law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to deter frivolous bidders and to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e- Procurement platform website and all Govt. Dept./Public Sector Units/ Local Bodies/Autonomous Bodies in AP would prevent such bidders from participating in the bidding process.
- 20.11 Corpus Fund: The successful bidder should pay an amount of 0.04% of ECV with a cap of Rs. 25,000/- (Rupees Twenty-Five thousand only) plus GST for works with ECV above Rs.50 Crores, from successful bidders on AP e-Procurement platform before

entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS.

20.12 The AP e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the Client shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.

20.13 The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the Bid security, criminal action will be initiated including suspension of business.

20.14 Even while execution of work, if found that the Contractor has produced false / fake certificates of experience he will be black listed and Contract will be terminated.

20.15 Action to be taken against the lowest bidder, who back out at the time of Agreement, the contractor Registration will be suspended for a period of One year duly forfeiting the Bid Security as per G.O.Ms.No.259, T.R&B (Roads-V) Dept., dt.6.9.2008.

21. Deadline for Submission of Bids

21.1 All bidders have to submit their bids electronically following the electronic bid submission procedures specified in the BDS.

21.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21.3 Other key timelines pertaining to the bid are as **specified in the Bid Data Sheet**

22. Late Bids

22.1 As the tendering process is online, late submission of Bid will not be allowed by E-Tender/Bid Portal. Client will not be responsible for any delay, internet connection failure or any error in uploading the Bid Submission. The tenderers are advised to upload their submissions well before the due date and time of Bid Submission to avoid any problems and last-minute rush.

23. Withdrawal, Substitution, and Modification of Bids

23.1 As the bid process is through E-Tender portal, only amendment/modification of the bid

shall be permissible. The Tender may be modified/corrected prior to the closing time and date of submission as mentioned in NIT & BDS.

24. Bid Opening

- 24.1 Tender opening will be done online at the time and dates specified in the BDS.
- 24.2 All Bank Guarantees uploaded by all Bidders would be verified with the issuing Bank, subsequently and if any uploaded Bank Guarantee is found to be forged or tampered with or fake, then it would be considered as fraud and would be liable for criminal action invariably.
- 24.3 All the bidders shall invariably upload the scanned copies of Bank Guarantee in e-Procurement system and this will be the primary requirement to consider the bid as responsive.
- 24.4 The SAC shall carry out the technical bid evaluation solely based on the uploaded certificates / documents BG towards EMD/affidavit, in the e-Procurement system and open the price bids of the responsive bidders.
- 24.5 The SAC will notify the successful bidder for submission of original hard copies of all uploaded documents BG towards EMD prior to entering into agreement.
- 24.6 The Employer shall conduct the opening of Financial Proposal of all Tenderers who submitted responsive and technically qualified Tender. The price bids will be opened on the date and time fixed in BDS.

E. EVALUATION AND COMPARISON OF BIDS

25. Confidentiality

- 25.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 25.2 Any attempt by a Bidder to influence the Client in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 25.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Client on any matter related to the bidding process, it shall do so in writing.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Client may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that

is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the bids, in accordance with ITB 31.

26.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

28. Determination of Responsiveness

28.1 The Client's determination of a bid's responsiveness is to be based on the contents of the bid itself.

28.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) If accepted, would:
 - (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Client's rights or the Bidder's obligations under the proposed Contract; or
 - (iii) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

28.3 The Client shall examine the technical aspects of the bid submitted in accordance with ITB 1, Technical Proposal, in particular, to confirm that all requirements of Part II- Conditions of Contract and Schedules, Works Requirements have been met without any material deviation, reservation or omission.

28.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Nonmaterial Nonconformities

- 29.1 If a Tender is not responsive to the requirements of the Tender Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 29.2 The determination shall also be based upon an examination of the documentary evidence of the Tenderer's qualifications, pursuant to ITB 29.1.
- 29.3 Provided that a Tender is responsive, the Employer may waive any non-conformities in the Tender that do not constitute a material deviation, reservation or omission.
- 29.4 Provided that a Tender is responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30. Correction of Arithmetical Errors

- 30.1 Provided that the bid is substantially responsive, the Client shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error
- 30.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

31. Evaluation of Bids

- 31.1 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 31.2 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Client, the Client may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Client may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Client against financial loss in the event of default of the successful Bidder under the Contract.

32. Acknowledgement by the Bidder

32.1 It shall be deemed that by submitting the Bid Proposal, the Bidder has:

- (a) made a complete and careful examination of the TENDER DOCUMENT;
 - i. received all relevant information requested from the Employer;
 - ii. inspected the site of Works and its surroundings and discussed with connected agencies and collected all necessary information for the purpose of quoting for the Works. Tenderer shall rely on his own judgment, skill and expertise in all matters connected with the Tender and submission thereof;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the TENDER DOCUMENT or furnished by or on behalf of the Employer relating to any of the matters referred to hereinabove; and
 - iv. agreed to be bound by the undertakings provided by it under and in terms hereof.

32.2 The Client/Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER DOCUMENT or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

33. Qualification of the Bidder

33.1 The Client shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Client shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

34. Client's Right to Accept Any Bid, and to Reject Any or All Bids

34.1 The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

34.2 The Client reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for proper evaluation of the Bid.

34.3 In case it is found during the evaluation, or at any time before signing of the EPC

Contract, or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the qualification criteria or conditions have not been fulfilled by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the “**Letter of Award (LoA)**” or entering into the EPC Contract, and if the Bidder has already been issued the LoA or has entered into the EPC Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or anywhere else in this TENDER DOCUMENT, be liable to be terminated, by a communication in writing by the Client to the Bidder, without the Client being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Client may have under this TENDER DOCUMENT, other Bidding Documents, the EPC Contract or under the applicable law.

- 34.4 The Client reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER DOCUMENT. Any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client hereunder or under the Contract Conditions, as the case may be.

F. AWARD OF CONTRACT

35.Award Criteria

35.1 Subject to ITB 38.1, the Client shall award the Contract to the Bidder who has been determined to be the lowest price bid after completion of tendering process and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

36.Notification of Award

36.1 Prior to the expiration of the period of bid validity, the Client shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Client will pay the Contractor in consideration of the execution and completion of the Works by the Contractor in terms of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Client shall also notify all other Bidders of the results of the bidding and shall publish in its website, the results identifying the bid and lot (contract) numbers and the following information:

- (a) Name of each Bidder who submitted a Bid;
- (b) Bid prices as read out at Bid Opening;
- (c) Name and evaluated prices of each Bid that was evaluated;
- (d) Name of bidders whose bids were rejected and the reasons for their rejection; and
- (e) Name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

36.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

37.Signing of Contract

37.1 Promptly upon notification, the Client shall send the successful Bidder the Contract Agreement.

37.2 Within Fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Client.

37.3 The successful bidder shall bear all the costs towards Stamp Paper required for the preparation of Contract Agreement.

38.EMD Security

38.1 The Contractor shall, for the performance of its obligations hereunder:

- (a) At the time of tendering the contractor shall provide 1% of the bid amount (ECV) to the authority and during the execution Period, provide to the Authority, an PSD

equal to 2.5 % of the bid amount as per GO 94, I&CAD Department, dated 1-07-2003 at the time of signing of the Contract in the shape of unconditional and irrevocable Bank Guarantee valid until 60 days after the completion of Defect liability period, and the Authority's Engineer has certified that all the Defects notified by the Authority's Engineer to the Contractor before the end of this period have been corrected;

Note: In order to discourage purchase of tender documents by non-serious bidders, tender documents shall be issued to contractors on payment of Earned Money Deposit, at 1% of the estimate contract value. Successful bidder will pay Performance Security Deposit (PSD) of 2.5% contractor value at the time of concluding the agreement, as per G.N.Oo.94, I&CAD Department, dated 1-07-2003.

38.2 Failure of the successful Bidder to submit the above-mentioned EMD or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Client may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

39. Performance Security

39.1 The Successful Bidder shall, at the time of execution of the Agreement, furnish a Security Deposit equivalent to 2.5% on the Tender Contract Value (TCV) on Capital Expenditure (CAPEX) in favour of the Managing Director, Swachha Andhra Corporation, in the form of a Demand Draft / Bank Guarantee/ Online (or) by Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, as permitted under G.O.Ms.No.94, Finance Department, dated 13-11-2024 as specified in the Bid Document. This Security Deposit shall remain valid until completion of the Defect Liability Period (DLP) and shall be released 28 (twenty-eight) days after completion of the DLP, subject to satisfactory performance of all obligations under the Contract. Additionally, the Successful Bidder shall furnish a Performance Security equivalent to 2.5% of the Tender Premium/Rebate percentage on O&M cost of each individual STP, separately, in favour of the Commissioner of the respective Urban Local Body (ULB), in the form of a Bank Guarantee/DD/Online mode as stipulated in the Bid Document. The Performance Security for O&M shall remain valid for the full five (5)-year O&M period and shall be released 28 (twenty-eight) days after satisfactory completion of the 5-year O&M obligations, subject to compliance with all contractual performance requirements.

39.2 Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security within 21 days to the Authority in the form of bank guarantee ("the Performance Bank Guarantee" (PBG)) issued by a nationalized / scheduled bank located in India or a reputable bank located abroad having corresponding bank in India, in the format given in this tender, for an amount equivalent to 2.5% of the TCV during construction & additional performance bank guarantee during O&M. The performance security of a joint venture shall be in the name of the joint venture/ Lead Partner (performance Security deposit should be paid latest GOs of State Government of Andhra Pradesh). Authority shall confirm

the authenticity of the PBG submitted for agreement with respective banks. Failure to confirm the authenticity shall subject to forfeit of EMD and further necessary actions as decided by Authority.

- 39.3 Failure of the successful bidder to comply with the requirements of above clause, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract, and the Authority may resort to awarding the contract to the next ranked bidder.
- 39.4 The Performance Bank Guarantee (PBG) shall be valid for a period of 60 (sixty) days beyond the completion of all contractual obligations, including the Defect Liability Period (DLP) for the construction phase and the O&M period, as applicable.
- 39.5 The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 39.6 Additional security deposit shall be paid for Tenders quoted below 25% less (-25%) than the estimate. Tenders which are less beyond minus 25% {(<-25%)} of the estimate a Bank Guarantee for the difference between the tendered amount and 75% of the estimate value shall paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract, over and above other guarantee, which would be released after the completion of work with other Bank Guarantees. All Bank Guarantee shall be from a Nationalized/Scheduled Bank which is valid till completion of the work in all respects (G.O.Ms.No.17, Dt:6.2.2004).
- 39.7 Authority will confirm the authenticity of Bank Guarantee submitted for agreement at its own level. In case it is found that documents / Bank Guarantees submitted by the bidder are false or misleading to the authority; in that case selected bidder's earnest money shall be forfeited and bidder will be blacklisted for the period of 5 years. Additionally legal action may be initiated against the bidder.
- 39.8 The successful bidder shall bear the revenue stamp duty on Performance Bank Guarantee of the agreement and/or Additional Security Deposit (payable as per tender condition), any other stamp duty required for agreement as per the Indian Stamp Duty (1985) (latest revision) applicable during contract period.

40. Assignment of the Contract

- 41.1 The Client shall be entitled to assign and/or transfer any of its rights and obligations under the Contract to be entered by the Client with the Successful Bidder to any other person by prior notification to such Successful Bidder-cum-Contractor except that no such notification shall be required in the event of assignment to the Lender or its agent or its nominee or to any Affiliate of Client or to a Promoter of Client.
- 41.2 The Successful Bidder-cum-Contractor is deemed to have consented to the assignment by the Client of the Contract in favour of the Lenders and hereby undertakes to execute such additional documents as may be reasonably required to give effect to any such assignment provided that execution of such additional documents shall not impose upon the Successful Bidder-cum- Contractor any duty, liability or responsibility over and

above those set forth in this Tender and the Contract envisaged herein.

PART 2 BID DATA SHEET

SECTION II BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to the bidding process. To facilitate the readability and interpretation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clause.

A. Introduction	
ITB 1.1	NIT. No.83 /SAC/SBM (U)/CE/UWM/STPs/2025-26, Dt: 20.02.2026
ITB 1.1	The Client is: <u>Swachh Andhra Corporation (SAC), Rayapudi</u>
ITB 1.1	The name of the NIT is: “Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1 st Call” The number and identification of lots (contracts) comprising this NIT is: ONE
ITB 1.1	Refer Part 1 – Scope & Deliverables
ITB 3.1	Joint Venture (JV) is allowed. <ul style="list-style-type: none"> • Joint Ventures are allowed with maximum of 3 members including the Lead partner. The proposed JV partners shall upload the MoU/JV agreement entered by them at the time of bidding on Rs.100/- Non-Judicial Stamp Paper. The technical and financial criteria requirement shall be fulfilled by the bidders / members of the JV consortium as stipulated in the bid conditions. Regarding the requirement of eligibility criteria, i.e available Bid capacity and Liquid Assets, similar value of work, minimum quantities in case of Joint Venture, the eligibility criteria in respect of all the technical requirement and financial requirement will be considered as combined resources added together.
ITB 3.3	Bidder shall be Indian National.
B. Bidding Documents	
ITB 5.3	eProcurement Portal: http://www.apecurement.gov.in/
ITB 5.5	Cost of bid processing fee: Rs. 25,000 D.D. in favor of Managing Director, Swachh Andhra Corporation, Rayapudi, or payment gateway (Non-refundable) online.
ITB 6.1	For Clarification purposes, only, the Client’s address is: Contact Details Mail: Swachhaandhra2015@gmail.com Swachh Andhra Corporation (SAC) Block -3, APCRDA Project Office, Rayapudi, Guntur District, Andhra Pradesh – 522237
ITB 6.1	Queries must necessarily provide: Clause no., Clause & Query.
C. Preparation of Bids	

ITB 9.1	The language of the bid is: <u>ENGLISH</u> All correspondence exchange shall be in <u>ENGLISH</u> language. Language for translation of supporting documents and printed literature is <u>ENGLISH</u> .
ITB 10.1 (h)	The Bidder shall submit with its bid the following additional documents: <u>Client certificate(s) establishing bidder’s technical capabilities</u>
ITB 12.1	Alternative bids <u>shall not be permitted</u> .
ITB 12.2	Alternative times for completion <u>shall not be permitted</u> .
ITB 12.4	Alternative technical solutions <u>shall not be permitted</u> .
ITB 14.1	The currency(ies) of the bid and the payment currency(ies) shall be in accordance with the following: The prices shall be quoted by the Bidder, entirely in Indian Rupees, and further referred to as “the local currency”. No foreign currency payments will be made by the Client and all currency conversion charges, if any, will have to be completely incurred by the bidder.
ITB 17.1	The bid validity period shall be <u>One hundred and Eighty (180) days</u> from date of bid submission
ITB 18.1	A EMD is required. The amount of the EMD shall be Rs.6,73,77,000/- (Rupees Six Crore Seventy-Three Lakh Seventy-Seven Thousand only)
ITB 19.1	In addition to the original of the bid, the number of copies is: <u>None</u>
D. Submission and Opening of Bids	
ITB 20.1	Weblink of the E-tendering portal: http://www.apecurement.gov.in/
ITB 21.1	Bidders have to submit their bids <u>ELECTRONICALLY</u> . The deadline for bid submission is as mentioned in NIT.
ITB 21.3	Bid Document downloading start date : 20.02.2026 at 16:30 Hrs. Pre Bid Meeting : 24.02.2026 at 15:00 Hrs. at Swachh Andhra Corporation (SAC) Block -3, APCRDA Project Office, Rayapudi, Guntur District, Andhra Pradesh – 522237 Bid Document downloading close date : 09.03.2026 at 17:00 Hrs. Bid Submission due date : 09.03.2026 at 17:00 Hrs. Opening of Technical Bid : 09.03.2026 at 17:30 Hrs. Opening of Financial Bid : After evaluation of Technical Bid Place of Bid Opening : Swachh Andhra Corporation (SAC) Block -3, APCRDA Project Office, Rayapudi, Guntur District, Andhra Pradesh – 522237
ITB 25.1	In case of submitting bids electronically, the electronic bidding submission procedures as per ap eprocurement portal

	The bid opening shall take place at: <u>ADDRESS MENTIONED IN BD 6.1</u>
E. Evaluation, and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bidprices expressed in various currencies into a single currency is: <u>INDIAN RUPEES (INR)</u>
ITB 33.1	A margin of preference <u>SHALL NOT</u> apply.

SECTION III EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Client shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Evaluation Steps

- 1.1 In addition to the criteria listed in ITB 34, the following steps would apply.
- (a) In the first step, the Authority shall evaluate the `Eligibility Criteria (Technical and Financial) and clear all the bids which pass through the Eligibility scrutiny.
 - (b) In the second step based on the outcome of technical evaluation, financial bids shall be opened for the technically qualified proposals only.

2. Technical & Financial Criteria for the purpose of Evaluation

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate the Bids. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Forms.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS	DOCUMENTATION
SI. No	Subject	Requirement		Submission Requirements
1	ELIGIBILITY			
1.1	Conflict between Applicant and Subcontractor	No Applicant is a Subcontractor of another Applicant or vice versa in accordance with 3.9	Must meet the requirements	FORM-1 (Letter of Bid)
1.2	Conflict of interest	No Conflicts interest in of accordance with 3.9	Must meet the requirements	Form-1 (Letter of Bid)

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

1.3	Going Concern CDR/SDR	The bidder who has applied for/ availed "Corporate Debt Restructuring" (CDR) or "Strategic Debt Restructuring" (SDR) in the last Six (6) financial years are not eligible to participate in the bid.	Must not have applied for/availed CDR/SDR in last 6 financial years	Declaration in Form 1B supported by a certificate issued by the CA in the current financial year shall be uploaded
1.4	Barred by Government	Not barred by Government as on the Tender Due Date. ("the Government" means Central/State Government in India, or any entity controlled by it)	Must meet the requirements	Declaration in Form-1B
2	HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY			
2.1	RECORD OF ARBITRATION & LITIGATION	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in Criteria No. 3.2 (ii) below and assuming that 50% of all pending litigation will be resolved against the Tenderer	Must meet the requirement	FORM-2A ⁸
2.2	HISTORY OF CRIMINAL CASES	No consistent history of court/arbitral award decisions against the Tenderer ⁹ from 1 st April 2020 to 31 st March 2025.	Must meet the requirement	FORM-2B ⁸
3	FINANCIAL SITUATION AND PERFORMANCE			
3.1	Financial Capabilities	The audited balance sheets for the last 3 (<i>three</i>) financial years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position. * Note: 1. The information submitted by the Tenderer must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes. 2. The financial statements should be on the name of the Tenderer (Contracting company) and not on the name	Must be submitted	Form-3A: Financial Situation of Bidder and supported with Audited balance sheets/financial statements of the last three years

		of the parent company or sister company.		
3.2	Available Bid Capacity	<p>The Tenderer shall have minimum Available Bid Capacity of Rs.6,73,77,00,000/- (Rupees Six Hundred Seventy-Three Crore Seventy-Seven Lakh only)</p> <p>The Assessed available Bid capacity as per formula (3xAxN-B) should be greater than Internal Bench Mark value assessed by the Department.</p> <p>A= Maximum Value of Civil Engineering works executed in any one financial year during the last ten Financial years (updated 2025-26 price level) taking into account the completed as well as works in progress.</p> <p>N= No. of years prescribed for completion of the works for which tenders are invited.</p> <p>B= Value of existing commitments and ongoing works to be completed during the period of completion of the project for which tenders are invited.</p>	Must meet the requirement	Form -3D
3.3	Liquid Assets	<p>The bidder shall have liquid assets and/or availability of credit facilities of not less than Rs.16,844.25 Lakhs as of a date not earlier than 3 months prior to the bid submission date. In this regard, the bidder shall upload a certificate with UDIN number issued by a Chartered Accountant (C.A.) in the current financial year, certifying the availability of such liquid assets/credit facilities</p>		Tender FORM-3A for the latest financial year
3.4	Solvency	<p>The bidder shall possess a valid Solvency Certificate for an amount not less than Rs.16,844.25 Lakhs, issued by</p>	Must be submitted	

		a Nationalized Bank / Scheduled Commercial Bank, as of a date not earlier than three (3) months prior to the bid submission date.		
3.5	Net worth	The bidder shall have a positive Net Worth, and the Net Worth shall be not less than Rs.16,844.25 Lakhs as on 31st March 2025 preceding the bid submission date. The bidder shall upload a Chartered Accountant's Certificate with UDIN number, along with audited balance sheets for the last three (3) financial years, certifying the Net Worth of the bidder.	Must be submitted	
4	EXPERIENCE			
4.1	Similar Work(s) ¹⁰	(a) The bidder/JV as a prime contractor should have Satisfactorily Completed Similar Nature of (like construction/ augmentation of STPs, Sewerage Projects, Waste Water Projects etc.) of value not less than Rs.33,688.50 Lakhs in any one financial year during the last ten Financial years i.e., 2015-16 to 2024-25 ending 31st March 2025. The value will be updated by giving 10% simple weightage per year to bring them to 2025-26 price level. (The "Similar Nature of Work" shall mean works of Construction of Sewerage Treatment Plant, Sewerage Projects, Waste Water Projects etc.,)	Must meet the requirement	FORM-4A along with Notarized copy or original of the Completion Certificates, which shall invariably contain completion cost, date of commencement, date of completion, Scope of works executed.
4.2	General Construction Experience Specialized Works in	Experience of construction contracts in the role of prime contractor, JV member in any one financial Year during the last 10 years, starting from 1st		

		April 2015 till 31st March 2025.		
	(a) Should have constructed/ augmented Sewage Treatment Plant with proven technology meeting the then effluent discharge standards along with performance reports issued by the client for a capacity not less than 140.67 MLD cumulative capacity in similar projects in any one financial year in the last ten Financial Years ending with 31.03.2025 and O&M of Sewage Treatment Plant(s) of proven technology for a minimum period of two (2) years and above. MOU with Specialized Sub-contractor's experience, in his name will be taken into account in determining the Tenderer's criteria with regard to the specialized work of STPs only.		Must meet the requirement.	Form-4A copies of Completion Certificates, which shall invariably contain completion cost, date of commencement, date of completion, Scope of works executed certified by competent authority.
	The bidder/JV may propose any technology recommended by the CPHEEO to treat the sewage generated in the urban local body which will be supplied to the plant site by the ULB. The proposed technology should meet the effluent standards as mentioned under. <ul style="list-style-type: none"> • pH - 6.5 - 8.5 • BOD < 10 mg/ltr • COD < 50 mg/ltr • TSS < 20 mg/ltr • TN < 10 mg/ltr • TP < 1 mg/ltr • FC < 100 MPN / 100 ml. (As per NGT 2019 norms)		Must meet the requirement.	
5	DEPLOYMENT OF EQUIPMENT AND PERSONNEL			
5.1	Proposed Equipment	The bidder should furnish the availability (either owned or leased) of following key and critical equipment required for the work. (Refer Table 4 below)	Must meet the requirements.	FORM-5
5.2	Key Personnel	Manpower Details: The Contractor shall provide experienced managerial,	Must meet requirement	FORM-6

		<p>technical, supervisory, laboratory, administrative, and non- technical personnel and labour necessary to design, construction, installation and works properly, safely and efficiently on 24- hour basis during construction and trail run period of 90 days.</p> <p>Due consideration shall be given to the labour laws in force. (Refer Table 5 below)</p>		
5.3	Site visit Certificates of proposed plants in the tender	The bidder should furnish Site visit Certificates duly signed by the Superintending Engineer of the concerned circles	Must meet requirement	FORM-W

Notes:

- (i) Provided further that necessary experience certificates from clients showing the period of work execution of that particular item of work as specified below is produced.
- (ii) In 4.2 (a), (b), (c), above, multiple projects executed in the same period are acceptable.
- (iii) The bidder should enclose experience certificates in support of technical criteria / requirement issued by the Engineer – In - charge of the State / Central Government departments / Undertakings, not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the rank of Superintending Engineer or equivalent

⁶ Related to Construction Business only.

⁷ Non-performance, as decided by the Employer, shall include all contracts where: (a) non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Contractor. Non- performance shall not include contracts where Employer’s decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

⁸ FORM-2(A), and (B) should be duly certified by the Statutory Auditors of the Tenderer.

⁹ The Tenderer shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution from 1st April 2017 to 31st September 2021. A consistent history of awards against the Tenderer may result in disqualification of the Tenderer.

¹⁰ The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Tenderers are advised to strictly adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Tenderer.

1. Resource Requirements

The bidder should furnish the availability (either owned or leased) of following key and critical equipment required for the work as per proposed Technology.

SI. No.	Equipment Type and Characteristics	Minimum Number Required for each ULB
1	Hydra / Movable crane	1 Nos.
2	Excavators 70/110/120/200	2 Nos.
3	Loaders cum excavators /JCB	2 Nos.
4	Trucks / Tractors / Tippers	2 Nos.
5	Concrete Hopper Miller	4 Nos.
6	Weigh Batching	1 Nos.
7	Dewatering pumps – Diesel /Electrical	2 Nos.

Table 4: Equipment Requirements for each ULB

The bidder should furnish the availability of following key personnel for each ULB:

Sr. No.	Position and Minimum Number Required for each ULB	Total work Exp. (Min) [Years]	Exp. in similar Work [Years]	Qualification
1	Project Manager (1 No.)	15	10	B.E. Civil + 15 Exp. in Sewerage Schemes including STP (5 years as Dy. Project Manager)
A Design Phase				
1	Sewerage expert (1 Nos.)	10	7	B.E. Civil + 10 years Exp. (7 years in Sewerage system including treatment)
2	Proj. Engineer (1 Nos (Civil/Mechanical/ Instrumentation)	6	4	B.E. Civil / Mechanical/ instrumentation
B Construction Phase				
1	Construction Manager (1No)	10	5	B.E. Civil Exp. (10 years in Sewerage system execution including treatment)
2	Proj. Engineer (1 No.)	8	6	B.E. Civil+ 8 years Exp. (8 years in Sewerage.)
3	Quality Control (1 No.)	5	3	BE Civil with Exp. of QA
C O&M Phase				
1	Manager cum Chemist/Process engineer. (1 No.)	10	3	B.E. Civil/Mech./B.Sc./M.Sc. in Chemistry with O & M Exp. of STP / WTP/ETP
2	Chemist	5	2	B.Sc. in Chemistry
3	Operator	5	2	ITI/Diploma in mechanical / electrical / instrumentation / plant operation
4	Electro-Mechanical Engineer	5	5	B.E. Mech/Electrical/ with O&M exp. Of STP/WTP/ETP

Table 5: Minimum Manpower Requirement During Different Stages of Project for each ULB

2. Quality Control Testing Lab

- 2.1 The bidders/JV shall furnish the particulars of quality control testing Lab owned, or tie up with established quality control laboratories.

Note: The bidders may also furnish a declaration on non-judicial stamp paper worth Rs 100/- as prescribed in Statement -V along with sufficient documentary proof in support of owning the Quality Control testing lab equipment's such as Invoice / certificate of registration by the competent authority.

3. Others

- 3.1 The bidder/JV shall furnish the Income Tax Pan Card and submission of latest Income Tax return along with proof of receipt.
- 3.2 The Bidder's having GST Registration Certificate should upload the same with the Bid submission. Other Bidders need to get registered with AP GST and submit the GST Registration Certificate on or before signing of Agreement.

Besides submission of the registration certificate with due renewal required any for which since payment of professional tax mandatory as per G.O.Ms.No.44, WR (R) Dept.,dt.09-09-2021, as per Cir.Memo. No.ICD01-COOR/167/Reforms/2020-2, dt.09-09-2021, the bidder is required to submit proof of payment of annual professional tax for the previous year by duly uploading the same and to produce the original when required as part of the eligibility criteria in the bid evaluation

4. Price Evaluation of Bids

During Price Bid submission, the bidder shall quote either percentage increase or percentage decrease, corresponding to the IBM (Internal Bench Mark) value indicated in the NIT, in the e-procurement website towards the price component.

Subject to overall technical qualification of the bid, the financial bids shall be evaluated to decide the lowest bid.

5. Unacceptable Practices

- (a) Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have
- Furnished false / fabricated particulars in the forms, statements and /Annexures submitted in proof of the qualification requirements and / or
 - Not turned up for entering into agreement, when called upon.
 - record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
 - participated in the previous bidding for the same work and had quoted

- unreasonably high tender percentage and
 - even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.
- (b) If the percentage quoted by a tenderer is found to be either abnormally high or with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
- (c) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause- 6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction

SECTION IV BIDDING FORMS

A. CHECK LIST TO ACCOMPANY THE TENDER

SI. No	Description	Submitted	Page No.(see Note below)
1	2	3	4
A	This check list – completed		
B	B. Form 1A: Letter of bid	Yes / No	
(i)	Bid Security particulars (Scanned Copy of Original)	Yes / No	
(ii)	Transaction Fee payment particulars	Yes / No	
(iii)	Bid Processing Fee payment particulars	Yes / No	
(iv)	Copy of Contractors Valid Registration under appropriate Class with Government/Any State Government.	Yes / No	
(v)	Copy of PAN card and proof of submission of I.T returns for FY (2024-25)/Latest with acknowledgement	Yes / No	
(vi)	Copy of GST Registration with Government of Andhra Pradesh	Yes / No	
(vii)	CDR Certificate	Yes / No	
C	Form-1B: Details of Bidder	Yes / No	
D	Form-1C: Power of Attorney for signing of Bid	Yes / No	
E	Form-2A: RECORD OF ARBITRATION & LITIGATION	Yes / No	

F	Form-2B: HISTORY OF CRIMINAL CASES	Yes / No	
G	Form-3A: Financial Situation of Bidder	Yes / No	
H	Form-3B: Details of Existing Commitments Statement	Yes / No	
I	Form-3C: Annual Turnover Statement	Yes / No	
J	Form-3D: Bid Capacity Calculation	Yes / No	
K	Form-4A: Similar Works Executed During Last Ten (10) Years	Yes / No	
L	Form-5: Availability of Critical Equipment	Yes / No	
M	Form-6: Personnel / Staff Proposed for the Project.	Yes / No	
N	Form-7: Work Plan and Methodology.	Yes / No	
O	Form-8: Proforma of Pre-Contract Integrity Pact	Yes / No	
P	Form-9: Format of Bid Security	Yes / No	
Q	Format of Bank Guarantee for Performance Security	Yes / No	
R	Bankers Certificate for Credit Facility and Solvency certificates	Yes / No	
S	Format of Affidavit	Yes / No	
T	Format for Power of Attorney for Lead Member of Joint Venture	Yes / No	
U	Format for Joint Venture Agreement	Yes / No	
V	Format for Contract Agreement	Yes / No	
W	Site visit Certificates of proposed plants in the tender	Yes / No	
X	List of certificates enclosed	Yes / No	

Notes: -

- All the statements copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- In case of joint venture the above form shall be filled by the JV members separately.
- The information shall be filled-in by the Tenderer in the checklist and statements as above said, for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document.

Signature of the Tenderer

B. FORM-1A: LETTER OF BID

Date:

To

The Managing Director
Swachh Andhra Corporation,
68, Road no.2 Central Excise Colony
Rayapudi, Andhra Pradesh.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz. as specified in NIT as shown in the drawings and described in the specifications deposited in the Office of the Managing Director, SAC with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the "Conditions of the Contract".

- I/We agree to execute the work when the lumpsum payment under the terms of the agreement.

- 2) I/We have quoted Percentage excess or less on E.C.V. / Lump-sum, both in words & figures. In case of any discrepancy between the Percentage excess or less on IBM, in words and figures, the rates quoted words only shall prevail.
- 3) I/We hereby submit the guaranteed energy consumption details for 5 (five) years of Operation & Maintenance for the required STPs for all the ULBs of the ULB in Annexure-A to the Technical Bid EPC format for future reference.
- 4) I/We agreed to keep the offer in this tender valid for a period of 90 days mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government
- 5) I/We hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and that I/We have made such examination of the Contract documents and the plans, specifications and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Client/Government/Municipal based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.
- 6) I/We shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the tender inviting authority in terms of Conditions of Contract.
- 7) If upon written intimation to me/us by the tender inviting authority Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Authority or acceptance of my/our tender, and if I/We fail to make the EMD or to enter into the required agreement as defined in Conditions of Contract, then I/We agree the forfeiture of the bid security. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.
- 8) I/We fully understand that the written agreement to be entered into between me/us and Authority shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Government.
- 9) Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Conditions of Contract
- 10) We undertake, if our Bid is accepted, to:
 - a. furnish Performance Guarantee within 14 (fourteen) days of receipt of the Letter of Award/Work Order.
 - b. enter into Contract Agreement within 14 (fourteen) days of receipt of the Letter of Award/Work Order.
- 11) I/WE agree to pay
 - (a) the transaction fee as per G.O.Ms.13 dated 05.07.2006 in favour of M/s. APTS towards transaction fee on e-procurement and upload the scanned copy of the same with Bid

submission. Also enclose the Original copy with Original hard copy submission along with Original copy of EMD.

(b) another Rs. 25,000/- (Rupees twenty five thousand only) + GST, for works with ECV above Rs.50 Crores to APTS, Rayapudi towards corpus fund at the time of conclusion of agreement if work is awarded to me/us.

12) We have not made any tampering or changes in the Bid Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand the Bid will invite summary rejection and forfeiture of Bid Security/ the Contract will be liable to be terminated along with forfeiture of Contract Performance Security, even if LOA has been issued.

13) We understand that, the SAC is not bound to accept any Bid that it may receive I am/we are professionally qualified and my/our qualifications are given below:

Name

Qualification

Yours faithfully,

.....

Date:

Signature of authorised signatory of Firm/Lead

member of JV (Seal)

Address:

.....

DECLARATION

We, M/s (*Name & address of the bidder/JV*) hereby declare that:-

1. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the Work/Project have been furnished in the Forms and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective works.
2. No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
3. We have not made any payment or illegal gratification to any persons/ authority connected with the Bid Process so as to influence the Bid Process and have not committed any offence under PC Act in connection with the Bid.
4. We are not barred by the Government of India or any State Government in India and no bar

subsists as on the Tender submission date.

5. We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Documents; we shall intimate the Employer of the same immediately.
6. We disclose with that we have *made / *not made/ *proposes to make payments to any intermediaries (agents) etc in connection with the Bid.
7. We do hereby confirm that no changes have been made in the Tender Document downloaded and submitted by us for the above Bid.

DATE:

BIDDER'S SIGNATURE WITH STAMP

TENDERERS / CONTRACTOR'S CERTIFICATE.

- 1) I/We hereby declare that I/We have perused in detail and examined closely the Conditions of Contract, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in SAC.
- 2) I/We certify that I/We have inspected the site of the work before quoting my Price, I /We have satisfied about the quality, availability and transport facilities for stones sand and other materials.
- 3) I/We am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- 4) I/We hereby declare that I/We will pay an additional security deposit in terms of conditions, the difference between 75% of ECV Value and my/out tender amount, in case if my / our offer is less than (-)25%.
- 5) I/We hereby declare that I am/we are accepting to reject my tender in terms of condition, if my /our offer is more than 5% of IBM Value.
- 6) I/We hereby declare that I am/We are accepting for the defect liability period as 24 months.

- 7) I / We declare that I / WE will procure the required construction materials including earth and use for the work after approval of the Authority's Representative. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I / We shall ensure smooth and un-interrupted supply of materials.
- 8) I / We declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
- 9) I / We declare that I/We shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage Price are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work.
- 10) I / We declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works.
- 11) I / We declare that I / WE will execute the work as per the milestone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- 12) I / We declare that I / WE will abide for settlement of disputes as per the tender conditions.
- 13) I / We have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.
- 14) I/We hereby declare that we have not been black listed / debarred / suspended in any department in Andhra Pradesh / any other State Government / Central Government / UT due to any reasons
- 15) I/We have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years
- 16) I / We hereby declare that, no changes have been made in the Tender Documents together with all Addenda/Corrigenda downloaded by the Bidder or issued to the Bidder by the Employer, for the above bid. The client's Tender Document together with all Addenda/Corrigenda will be treated as authentic Tender and if any discrepancy is noticed at any stage between the client's Tender Document together with all Addenda/Corrigenda and the one submitted by the Tenderer, the client's Tender Document together with all Addenda/Corrigenda shall prevail.
- 17) I / We hereby declare that, Financial Bid submitted is unconditional, no illegal methods have been used for influencing the Bid Process.
- 18) I/We hereby declare that, I/We have read the "Corrupt and Fraudulent Practices" Policy provided under Section I, Cl 2.2 and we are in compliance with the said policy and not committed any offence in connection with the Bid.
- 19) I / We hereby declare that, We have not made any payment or illegal gratification to any persons/ authority connected with the Bid Process so as to influence the Bid Process and have not committed any offence under PC Act in connection with the Bid.
- 20) I / We hereby declare that, with that we have *made / *not made/ *proposes to make payments to any intermediaries (agents) etc in connection with the Bid.
- 21) I / We hereby undertake that in case due to any change in facts or circumstances during the

Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Documents; we shall intimate the Employer of the same immediately.

22) I/We agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

Phone No.:

Fax No.:

CONTRACTOR.

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.

Annexure-A to ENERGY CONSUMPTION FORMAT

Electricity Consumption guaranteed by the bidder for 281.35 MLD (60 Nos) for the proposed Technology Individually.

S.No	Work Description	Guaranteed Electricity Consumption (KWh / day / MLD)	Indicative /Average Sewage flow (MLD)	Number of days considered in a year	Total Electricity Required Per Annum $f = c * d * e$	Total Electricity Charges @ Rs.9.00 per Unit $g = f * Rs 9.00/unit$ in INR	Cost considered for NPV $h = 100% * g$	NPV Factor	Net Present Value in INR, $j = h * i$
a	b	c	d	e	f	G	h	I	j
1	Elec Cost for 1st Year			365				0.91	
2	Elec Cost for 2nd Year			365				0.84	
3	Elec Cost for 3rd Year			365				0.78	
4	Elec Cost for 4th Year			365				0.72	
5	Elec Cost for 5th Year			365				0.67	
6	Elec Cost for 5th Year			365					
7	Elec Cost for 5th Year			365					
8	Elec Cost for 5th Year			365					
9	Elec Cost for 5th Year			365					
10	Elec Cost for 5th Year			365					

The bidder/JV shall submit the guaranteed maximum energy consumption details per year for ten (10) years in Operation and Maintenance of the proposed STPs of the respective ULBs in the ULB Notes: (i) The submitted energy consumption data shall be the sum total of all connected loads for STP process units only. The submitted energy consumption figures shall exclude the energy consumption data for a) Stand-by units, b) Yard Lighting.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

C. FORM-1B: DETAILS OF BIDDER

1. Particulars of the Bidder

Name	
Country of incorporation	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/ or commencement of Business	
Registration & classification of contractor in AP/others	
Years of Experience in a) India b) International	

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Client:

Name
Designation
Company
Address
Telephone number
E-mail address
Fax Number

4. Particulars of the Authorised Signatory of the Bidder

Name
Designation
Company
Address
Telephone number
E-mail address
Fax Number

5. The following information shall also be provided for the bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3	Has the bidder has applied for SDR and CDR during the last 5 financial years.		

6. The updated following information for the Bidder:

No	Criteria	Yes/No
1	Updated details of on-going process of blacklisting if so, under any contract with Authority / Government on the Bidder.	

7. A Statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

D.FORM-1C: FORM OF POWER OF ATTORNEY

Power of Attorney for signing of Bid

Know all men by these presents, We,..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of. and presently residing at , who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2025.

For.

(Signature, name, designation, seal and address) Witnesses:

Name	Address	Occupation
1.		
2.		

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (Hundred) and duly notarised by a notary public.*
- 3. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

E.FORM-2A: RECORD OF ARBITRATION & LITIGATION

The Bidder shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S. No	Project Identification	Name and Address	Nature of Dispute					
			Description	Arbit'n/Litigat'n	Period From - To	Amount Claimed (Lakh Rs).	Result	In favor of Client/Bidder
	Location	Client, Tel & Fax						

Note: - In Case of JV record of arbitration & litigation should be Submitted for all JV Partners

Name :

Signature :

Date :

Designation :

Seal of Company :

F. FORM-2B: HISTORY OF CRIMINAL CASES

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

Note: - In Case of JV History of Criminal Cases should be Submitted for all JV Partners

Name :

Signature :

Date :

Designation :

Seal of Company :

G.FORM-3A: FINANCIAL SITUATION OF BIDDER

1. Financial Data

Type of Financial information in(currency)	Historic information for previous 3 (three) Years (INR in Crores)		
	FY 2024-25	FY 2023-24	FY 2022-23
A. Total Assets (TA) (Excluding Deferred Expenditure and Losses)			
B. Total Outside Liabilities (TL) (Long Term Liabilities and Current Liabilities and Provisions)			
C. Revaluation Reserve			
D. Net Worth = [A] – [B] – [C]			
E. Current Assets (CA)			
F. Current Liabilities and Provisions (CL)			
G. Working Capital = E – F			
H. Proposed specific line of credit agreed by commercial Bank and/or any other source of finance for the subject contract			
I. Total Available Working Capital (G+H) for the subject contract			
J. Working Capital requirements for current contract commitments			
K. Sources of Finance for current contract commitments (Fill details in Table under section 2 below)			
L. Working Capital available after meeting the Working Capital requirements for current contract commitments (I-J+K)			
M. Net worth			
N. Liquid Assets			
O. Profit Before Taxes			
P. Profit After Taxes			

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (INR equivalent)
1		
2		
3		

3. Financial documents

- (a) The Audited Balance Sheets, Profit and Loss Account and Cash Flow Statement of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Tenderers are advised to strictly adhere to this requirement and submit the above statements of the Tenderer.
- (b) The Tenderer shall attach copies of the Audited Balance Sheets for 3 (three) years preceding the Bid Due Date, which shall:
 - (i) reflect the financial situation of the Tenderer, and not an affiliated entity (such as parent company or group member);
 - (ii) be statutorily audited or in case the accounts of the Tenderer are not required to be statutorily audited, certified in accordance with local legislation;
 - (iii) be complete, including all notes attached thereto;
 - (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

1. *Year 1 will be the latest completed Financial Year, preceding the Bid Due Date,. Year 2 shall be the year immediately preceding Year 1 and so on. For the avoidance of doubt, Financial year shall, for the purposes of the Bid/Tender hereunder, mean the accounting year followed by the Tenderer in the normal course of its business.*
2. *If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 Months from the date of Bid/Tender, justification shall be provided for the same.*

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

H. FORM-3B: DETAILS OF EXISTING COMMITMENTS STATEMENT

Details of existing commitments:

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

Sl. No.	Name of work	Address of Agreement Concluding authority	Email Id and contact details of the superintending engineer/ issued authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed	Anticipated date of completion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10	11

Attach certificates issued by the Executive Engineer concerned and countersigned by Superintending Engineer, indicating the balance work to be done, and likely period of completion.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

S. No	Name of work	Address of Agt. Concluding authority	Email Id and contact details of the superintending engineer/ issued authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7	8

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

I. FORM-3C: ANNUAL TURNOVER STATEMENT

Financial Turn Over in the last ten Financial years i.e., from 2015-16 to 2024-25

S. No	Year	Financial Turn Over Rs. In Cr
1	2015-16	
2	2016-17	
3	2017-18	
4	2018-19	
5	2019-20	
6	2020-21	
7	2021-22	
8	2022-23	
9	2023-24	
10	2024-25	

Note: Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate.

Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(Signature of the Statutory Auditor)
 (Full Name of the Statutory Auditor)
 (Name of the Statutory Auditor’s Firm)
 (Complete Address of the Statutory Auditor’s Firm)
 (Telephone/fax numbers, including country and city codes)
 (E-mail of the Statutory Auditor)
 (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

J. FORM-3D: BID CAPACITY CALCULATION

Information required to evaluate the BID Capacity:

$$\text{Assessed Available BID capacity} = (A * N * 3 - B)$$

Where,

A= Maximum Value of all engineering works executed in any one financial year during the last ten Financial years (updated to 2025-26 price level) taking into account the completed as well as works in progress.

N= No. of years prescribed for completion of the works for which tenders are invited (i.e., 12/12).

B= Value of existing commitments and ongoing works to be completed during the period of completion of the project for which tenders are invited.

In case of JV, the bid capacity will be considered as combined resources added together.

To calculate the value of “A”

A table containing value of all Engineering Works in respect to Projects (EPC Contract / Item Rate Contract / Construction works) undertaken by the Bidder during the last 10 years is as follows:

SL.NO	Year	Value of all Engineering Works undertaken w.r.t Projects(Rs. in Crores)
1	2024-25/2025	
2	2023-24/2024	
3	2022-23/2023	
4	2021-22/2022	
5	2020-21/2021	
6	2019-20/2020	
7	2018-19/2019	
8	2017-18/2018	
9	2016-17/2017	
10	2015-16/2016	

Maximum value of projects that have been undertaken during the F.Y _____ out of the last 10 years and value thereof is Rs. _____ Crores (Rupees _____). Further, value updated to the price level of the year indicated below:

Rs. _____ Crores x _____ (Updation Factor)=Rs. _____ Crores (Rupees _____)

To calculate the value of “B” the existing commitments and ongoing works to be completed in the next 12 Months should be considered.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

K.FORM-4A: SIMILAR WORKS EXECUTED DURING LAST TEN (10) YEARS

(For considering Technical Capacity)

Please provide information only for project relating to the Construction of similar nature of works such as Construction of Sewage Treatment Plant (STP) Projects/Sewerage Projects etc., in each year during the last ten Financial Years i.e., from 2015-16 to 2024-25.

S.No	Name of the Work	Sewage Treatment Plant / Sewerage Works etc.									
		2015-16		2016-17		2017-18		2018-19		2019-20	
		Physical	Finance	Physical	Finance	Physical	Finance	Physical	Finance	Physical	Finance
1											
2											
3											

S. No	Name of the Work	Sewage Treatment Plant / Sewerage Works etc.									
		2020-21		2021-22		2022-23		2023-24		2024-25	
		Physical	Finance	Physical	Finance	Physical	Finance	Physical	Finance	Physical	Finance
1											
2											
3											

- a) Attach certificate(s) issued by the Executive Engineer concerned and counter signed by Superintending Engineer showing work wise / year wise value of work done in respect of all the works executed by the Bidder during last ten years.
- b) If the commissioned reports and Completion Certificates are in any other language, they are to be translated into English language and submitted duly certified by Notary.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

L. FORM-5: AVAILABILITY OF CRITICAL EQUIPMENT

The tenderer should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

Sl. No.	Details of Equipment (eg. Year, Make, Capacity, Features)	Number required	Number		
			Owned	Leased	To be Procured
1	2	3	4	5	6

Note:

1. Acceptance of these details shall not relieve the Tenderer of any of his obligations under the Contract.
2. The Plants and Equipment will be either owned by the Contractor or would be taken on lease for the Contract. In its Tender, the Contractor will demonstrate the details as such.
3. The Contractor will mobilize additional and requisite Plants and Equipment to complete the Scope of Work. The proposed equipment shall be in good working condition for its intended purposes.
4. The Tenderer shall indicate the main Plants and Equipment considered to be necessary and proposed to be deployed for undertaking this Work and whether this Plant is ready in ownership or will be purchased or hired.

Signature of the Tenderer

The declaration regarding the above shall be produced by the Tenderer on a non-judicial stamp paper of Rs. 100/- as below;

DECLARATION

“I.....do hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

Sl. No.	Details of each Equipment	Year of purchase	Regn. Number	Capacity	Any other data.	Is it in working condition
1	2	3	4	5	6	7

M. FORM-6: KEY PERSONNEL

Qualification and experience of Key Personnel, staff organization chart of the proposed personnel to be deployed for execution of the Contract to be provided in this section.

Sl. No	Name	Position	Qualification	Total Experience	Working with the Tenderer since.
1	2	3	4	5	6

1. Proposed site organization chart showing position and name of personnel to be provided.
2. Acceptance of these details shall not relieve the Tenderer of any of his obligations under the Contract.
3. The Tenderer shall indicate additional and requisite resources considered to be necessary and proposed to be deployed for undertaking this Work/Project.

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

FORM-7: WORK PLAN AND METHODOLOGY

Insert proposed methodology, program of construction, equipment deployment plan duly supported with broad calculations justifying capability of execution and completion of work including following details:

- (a) Bidders appreciation of the Project
- (b) Bidders organisation chart for the Project (Office, design & site deployment)
- (c) Management of Design & Engineering services
- (d) Site Logistics & Plan for temporary infrastructure
- (e) Construction methodology of different components
- (f) Proposed Sub Contractors
- (g) Proposed deployment of key personnel
- (h) Proposed deployment of Construction equipment
- (i) Proposed construction schedule
- (j) Quality control & Assurance system
- (k) Proposed source of material including imports if any
- (l) EHS Management Plan

Date:

Signature of authorized signatory of Firm/Lead member of the JV

(Seal)

Address of the Tenderer:

N. FORM-8: PROFORMA OF PRE-CONTRACT INTEGRITY PACT

General

This Pre-Bid, Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on this, the day of the month of 20...., between, the Swachh Andhra Corporation acting through Shri., (Designation of the Officer), Swachh Andhra Corporation (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri....., (Designation of Officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EMPLOYER has invited Bids for the project of <insert name of Project> on EPC Contract Basis” (hereinafter referred to as the “Project”) and the BIDDER/ is submitting his Bid for the Project and

WHEREAS the BIDDER/is a Private Limited Company/Public Limited Company/Government Undertaking/Registered Partnership Firm constituted in accordance with the relevant law and the / EMPLOYER is Swachh Andhra Corporation.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into, with a view to:-

Enabling bidders to abstain from bribing or indulging in any corrupt practice in order to secure the Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EMPLOYER
 - 1.1 The EMPLOYER undertakes that no official of the EMPLOYER, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - 1.2 The EMPLOYER will, during the pre-Contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such officials is reported by the BIDDERTo the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the Contract process. In such a case, while an enquiry is being conducted by the EMPLOYER, the proceedings under the Contract would notbe stalled.
Commitments of BIDDERS
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post- Contract stage in order to secure the Contract and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER connected directly or indirectlywith the bidding process or to any person, organisation or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation ofthe Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done anyact in relation to the obtaining or execution of the Contract or any other contract with the EMPLOYER for showing or forbearing to show favour or disfavour to any person in relationto the Contract or any other contract with the EMPLOYER.
 - 3.3 * BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 * BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this Bid/Contract.
 - 3.5 * The BIDDER further confirms and declares to the EMPLOYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign, to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the Contract, the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends tomake to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting

and implementation of the Contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EMPLOYER or alternatively, if any relative of an officer of the EMPLOYER has financial interest/stake in the Bidder firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any other Port/Ministry/Department of the Government of India or PSU /PSE in India, that could justify Bidder exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the Contract if already awarded, can be terminated for such reason.

5. Earnest Money

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rs.6,73,77,000/- (Rupees Six Crore Seventy-Three Lakh Seventy-Seven Thousand only)** as Earnest Money, with the EMPLOYER through any of the following instruments:
 - (i) Online modes NEFT/RTGS/ Net Banking channels/ credit or debit cards or through any other instrument in the AP e-procurement portal
 - (ii) Bank Draft/ Bank Guarantee in favour of the Managing Director, Swachh Andhra Corporation;

- (iii) Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, in favour of the Managing Director, Swachh Andhra Corporation, in accordance with G.O.Ms.No.94, Finance Department, dated 13-11-2024, valid for the period specified in the Bid Documents.
- 5.2 The Earnest Money shall be valid upto a period of 180 days from the Bid Due Date.
- 5.3 In case of the Successful BIDDER, a Performance Security in the form of Bank Guarantee valid till 30 days after the end of defect liability period or any other mode or through any other instrument (as specified in the Bid Document) will also be furnished to the EMPLOYER, within 28 days of Letter of Award of the bid by the EMPLOYER.
- 5.4 In case of the Successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of ‘Sanctions for Violations’ shall be applicable for forfeiture of Performance Security in case of a decision by the / EMPLOYER to forfeit the same without assigning any reason for imposing Sanction for Violation of this Pact.
- 5.5 No interest shall be payable by the EMPLOYER to the BIDDER on Earnest Money/Performance Security for the period of its currency.

6. Performance Security

- 6.1 The Successful Bidder shall, at the time of execution of the Agreement, furnish a Security Deposit equivalent to 2.5% on the Tender Contract Value (TCV) in favour of the Managing Director, Swachha Andhra Corporation, in the form of a Demand Draft / Bank Guarantee/ Online (or) by Insurance Surety Bond, issued by an IRDAI-approved Insurance Company, as permitted under G.O.Ms.No.94, Finance Department, dated 13-11-2024 as specified in the Bid Document. This Security Deposit shall remain valid until completion of the Defect Liability Period (DLP) and shall be released 28 (twenty-eight) days after completion of the DLP, subject to satisfactory performance of all obligations under the Contract. Additionally, the Successful Bidder shall furnish a Performance Security equivalent to 2.5% of the Tender Premium/Rebate percentage on O&M cost of each individual STP, separately, in favour of the Commissioner of the respective Urban Local Body (ULB), in the form of a Bank Guarantee/DD/Online mode as stipulated in the Bid Document. The Performance Security for O&M shall remain valid for the full five (5)-year O&M period and shall be released 28 (twenty-eight) days after satisfactory completion of the 5-year O&M obligations, subject to compliance with all contractual performance requirements.
- 6.2 Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security within 21 days to the Authority in the form of bank guarantee (“the Performance Bank Guarantee” (PBG)) issued by a nationalized / scheduled bank located in India or a reputable bank located abroad having corresponding bank in India, in the format given in this tender, for an amount equivalent to 2.5% of the TCV during construction & additional performance bank guarantee during O&M. The performance security of a joint venture shall be in the name of the joint venture (performance Security deposit should be paid latest GOs of State Government of Andhra Pradesh). Authority

shall confirm the authenticity of the PBG submitted for agreement with respective banks. Failure to confirm the authenticity shall subject to forfeit of EMD and further necessary actions as decided by Authority.

- 6.3 Failure of the successful bidder to comply with the requirements of above clause, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract, and the Authority may resort to awarding the contract to the next ranked bidder.
- 6.4 The Performance Bank Guarantee (PBG) shall be valid for a period of 60 (sixty) days beyond the completion of all contractual obligations, including the Defect Liability Period (DLP) for the construction phase and the O&M period, as applicable.
- 6.5 The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 6.6 Additional security deposit shall be paid for Tenders quoted below 25% less (-25%) than the estimate. Tenders which are less beyond minus 25% ($<-25%$) of the estimate a Bank Guarantee for the difference between the tendered amount and 75% of the estimate value shall paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract, over and above other guarantee, which would be released after the completion of work with other Bank Guarantees. All Bank Guarantee shall be from a Nationalized/Scheduled Bank which is valid till completion of the work in all respects (G.O.Ms.No.17, Dt:6.2.2004).
- 6.7 Authority will confirm the authenticity of Bank Guarantee submitted for agreement at its own level. In case it is found that documents / Bank Guarantees submitted by the bidder are false or misleading to the authority; in that case selected bidder's earnest money shall be forfeited and bidder will be blacklisted for the period of 5 years. Additionally legal action may be initiated against the bidder.
- 6.8 The successful bidder shall bear the revenue stamp duty on Performance Bank Guarantee of the agreement and/or Additional Security Deposit (payable as per tender condition), any other stamp duty required for agreement as per the Indian Stamp Duty (1985) (latest revision) applicable during contract period.

7. Sanctions for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre-Contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER would continue.
 - (ii) The Earnest Money Deposit (in pre-Contract stage) and/or Performance Security (after the Contract is signed) shall stand forfeited either fully or partially, as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason, therefore.
 - (iii) To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.

(iv) If the EMPLOYER has disqualified the bidder from the tender process according to Section-4 prior to the award, the EMPLOYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

If the EMPLOYER has terminated the Contract according to Section-4, or if the EMPLOYER is entitled to terminate the Contract according to Section-4, the EMPLOYER shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the Contract Price, or the amount equivalent to Performance Security, whichever is higher.

The BIDDER agrees and undertakes to pay the said amounts, without protest or demur, subject only to the condition that, if the BIDDER, Contractor can prove and establish that the termination of the Contract after the Contract award has caused no damage or less damage than the amount of the liquidated damages, the BIDDER/ Contractor shall compensate the EMPLOYER, only to the extent of the damage in the amount proved.

(v) To debar the BIDDER from participating in future bidding processes of the EMPLOYER for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

(vi) To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the Contract.

7.2 The / EMPLOYER will be entitled to take all or any of the actions mentioned at paras 6.1(i) to (vi) of this Pact also on the commission by the BIDDER/ or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 In case of a final decision by the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, it shall be binding and therefore, notified to the BIDDER forthwith. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact in appeal, under intimation to the EMPLOYER, within a period not later than of one month of the date of such notification. In such cases, the decision of the Independent Monitor(s) will be final, conclusive and binding on both the BIDDER and the EMPLOYER.

8. Fall Clause

8.1 The BIDDER undertakes that it has not performed/is not performing Similar Project at a price lower than that offered in the present bid in respect of any other Port/Ministry/Department of the Government of India or PSU/PSE and if it is found at any stage that Similar Project was performed by the BIDDER/ to any other Port/Ministry/Department of the Government of India or a PSU/PSE at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/ to the / EMPLOYER, if the Contract has already been concluded.

“Similar Project” means a Project with similar location, topography, soil conditions, scope of

work, terms and conditions of Contract and such other aspects which would have material effect on the bid price.

9. Independent Monitors

9.1 The EMPLOYER has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this fact in consultation with the Central Vigilance Commission.

Shri..... Rayapudi–

9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.

9.3 The Monitor shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

9.4 Both the Parties accept that the Monitor have the right to access all the documents relating to the Project/bidding, including minutes of meetings.

9.5 As soon as the Monitor notices or has reason to believe that a violation of this Pact has occurred, he will so inform the Authority designated by the EMPLOYER,

9.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The EMPLOYER, will provide to the Monitor enough information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor, the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/BIDDER, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action

that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto the complete execution of the Contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty/defects liability period. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Contract.
- 13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

14. The Parties hereby sign this Integrity Pact at on

EMPLOYER

BIDDER

Name of the Officer

Designation Managing Director

Swachh Andhra Corporation

Witness:

Witness:

1.

1.....

2.

2.....

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.

O. FORM-9: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ (name of firm (hereinafter called 'BIDDER') wish to participate in tender enquiry NIT. No.83 /SAC/SBM (U)/CE/UWM/STPs/2025-26, Dt: -20.02.2026. of Tender Inviting Authority, The Managing Director, Swachh Andhra Corporation representing the Governor of Andhra Pradesh for the State of Andhra Pradesh (hereinafter called the 'SAC') for (Name of work:) **Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call.** AND WHEREAS in terms of the tender conditions the Bidder is required to furnish to the SAC a Bank Guarantee for a sum of Rs. (Rupees _____) as earnest money against the Bidder's offer aforesaid.

AND WHEREAS We, _____ Bank, _____ branch have at the request of the Bidder agreed to give to the SAC, Rayapudi this guarantee as here in after contained.

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

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

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

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

Station(Location) : _____ Name of the Bank : _____

Branch and Address.

P. FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Beneficiary

The Managing Director

Swachh Andhra Corporation,
68, Road No. 2, Central Excise Colony
, Rayapudi, Andhra Pradesh - 518004

PERFORMANCE GUARANTEE

M/s _____ (hereinafter called " **the said Contractor** ") have informed us that Swachh Andhra Corporation (SAC) (hereinafter called " **the Client** ") have issued Letter of Acceptance vide its Letter No. ____; dated _____ for the work of _____ area including Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call.

For the agreement, there is need to furnish a Performance Security by the Contractor for due and faithful performance of its obligations under the Contract for the construction period and Defect Liability Period as defined in the Contract for the sum of Rs _ Crore (Rupees _____ Only).

We Bank registered in India under Act and having its Head Office at and Branch Office at (hereinafter referred to as the "Bank") do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. Guarantee to the SAC:
 - (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor in the said Contract,
AND
 - (i) Due and punctual payment by the Contractor to SAC of all sums of money, losses, damages, costs, charges, penalties and expenses payable to SAC by the Contractor under or in respect of the said Contract.
2. Undertake to pay to SAC, upon its mere first demand, and without any demur, reservation, recourse, contest or protest, and without reference to the Contractor, and without dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court, tribunal relating thereto such sum or sums up to aggregate sum of the guarantee amount of Rs Crore (Rupees _____ Only) or such lesser sum as may be demanded by SAC from us.
3. Our liability hereunder being absolute and unequivocal and agree that –
 - (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Contract and that the same will continue to be enforceable till all the dues of SAC under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged and till SAC certifies that the terms and conditions of the said Contract have been fully properly carried out by the Contractor.

- (ii) We shall not be discharged or released from the liability under this Guarantee by reasons of:
- (i) Any change in the constitution of the Bank or the Contractor;
 - (ii) Any agreement entered into between SAC and the Contractor with or without our consent;
 - (iii) Any forbearance or indulgence shown to the Contractor;
 - (iv) Any variation in the terms, covenants or conditions contained in the said Contract;
 - (v) Any time given to the Contractor; or
 - (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.
- (iii) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs _____ Crore (Rupees _____ Only).
- (iv) We shall not revoke this guarantee during its currency except with the previous consent in writing of SAC.
- (v) The Performance Security shall cease to be in force and effect upon 60 (sixty) days after the end of the Defect Liability Period as set forth in Article 7.1.1 General Conditions of Contract.
- (vi) Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. _____ Crore (Rupees Only) and shall come into force with immediate effect and shall remain in force and effect upto _____ (i.e 60 days after the completion of the Defect Liability Period)

Signed and Sealed this Day of __202__ at

SIGNED SEALED AND DELIVERED

For and on behalf of the Bank By:

Name and Designation:

Code Number:

Address of Bank:

Q. BANKERS CERTIFICATE FOR CREDIT FACILITY AND SOLVENCY CERTIFICATES

- To be Submitted in the Bankers format

R. FORMAT OF AFFIDAVIT

(Affidavit should be duly stamped with required stamp duty of Rs.100/- or so as per the Indian stamp and same must be either registered or duly notarized under the Indian laws Notary)

1. I/We_____certify that the information furnished by me/us in the Schedules is true and agree that my / our tender shall be rejected if I/We am/are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and/or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous tendering for the same work/s and had quoted unreasonable high tender premium. In addition I/We shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and Conditions of particular application.
2. I/We_____agree to be disqualified for tendering further works in the SAC, Rayapudi. if I/We___withdraw my/Our tender without a valid reason (to be decided by the Authority competent to accept the tender).
3. I/We_____certify that no criminal cases are pending against me/us partners at the time of submitting the tender.
4. I/We_____accept that my/our tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the tender.
5. I/We_____agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We_ will abide by the action taken by the SAC, Rayapudi / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me /us.
6. I/We_____certify that the following addenda issued by the SAC, Rayapudi have been received by me/us and incorporated in my /our tender.

1		dated
2		dated
3		dated
7. Further, I/We_____certify that no near relatives (as

defined in IT 3.3(e)) are working in the SAC, Rayapudi.

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

Dated thisday of.....20...

Signature in the capacity of duly Authorized to sign the Tender for and on behalf of

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

S. FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the (Hereinafter referred to as “the Client”), has invited Tenders from interested parties for (“the Project”) for “.....”

Whereas, the members of the Joint Venture are interested in participation for the Project and implementing the same in accordance with the terms and conditions of the NIT and Tender Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the NIT and Tender Document for the members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid / proposal for the Project and the lead member would have all necessary power and authority to do all acts, deeds and things on behalf of the Joint Venture, as may be necessary in connection the Joint Venture’s bid / proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ and M/s. _____ (the respective names, constitution and addresses of the registered office) do hereby designate M/s. _____ deeds or things necessary or incidental to the Joint Venture’s bid / proposal for the Project, including submission of bid/ application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Client, any other Government Agency or any person, in connection with the Project until culmination of the process of participation and thereafter till the completion of all the Project under the terms of the NIT and Tender documents.

We hereby agree to ratify all acts, deeds and things lawfully done or caused to be done by Lead Member as our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture and each of us shall be jointly and severally responsible and liable for any and all such acts, deeds and things done by the said Attorney,

Dated this _____ Day of _____ 20....(Executants)

(To be executed by all the members of the Joint Venture)Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the Applicant

T. FORMAT FOR JOINT VENTURE AGREEMENT

(To be executed on Stamp paper of appropriate value)

This Agreement is made and entered into this ... day of 20 at....., Andhra Pradesh.

BY AND BETWEEN

....., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at (hereinafter referred to as "....")

AND

....., a Company duly incorporated under the provisions of the Companies Act 2013, having its registered office at (hereinafter referred to as "....")

The expressions "....." and "....." shall, wherever the context admit, mean and include their respective legal representatives, successors-in-interest and permitted assignees and shall collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS, Swachh Andhra Corporation (SAC), having its office at Rayapudi, Andhra Pradesh - 520008, represented by its Managing Director (hereinafter called the "Client") has invited procurement Tender Notice No

dated..... for award of contract for the..... (the "Project") on EPC basis.

WHEREAS the parties hereto are meeting all the technical as well as financial qualifications of the said tender; and

AND WHEREAS the parties hereto have decided to take advantage of their respective skills and experience to quote for the tender by constituting an unincorporated Joint Venture. Upon taking such decision, the parties hereto have further decided to enter into this Agreement by declaring their respective roles, obligations, scope of work, responsibilities and liabilities in the Joint Venture in the event of the BID of the Joint Venture is accepted by Client in due course.

It is a necessary condition under the bid document that the members of the Joint Venture shall enter into a Joint Venture Agreement and furnish a copy thereof with the Bid

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

OBJECT:

The Parties hereto have formed this unincorporated Joint Venture for the purpose of jointly preparing and submitting a joint qualification document and a joint Bid for the project. In the event of J.V being qualified by CLIENT and in the event of the Contract is awarded to the Joint Venture, being the members of Joint Venture, the parties hereto shall jointly perform, execute and complete the works as contemplated in the tender and/ or in the Contract Agreement.

1. SCOPE OF UNDERTAKING & DURATION

1.1 The parties herein agree to place their respective benefit of experience, technical knowledge and skill at the disposal of the Joint Venture and shall bear their share of working capital/ finance, responsibilities, resources, burden of completing the Project and fulfilling the obligations under the eventual Contract Agreement and tender on mutual agreed terms.

- 1.2 This Agreement shall come into force and effect on the day and year first written above and shall remain in force till the tender process is completed. However, if the Joint Venture is awarded with the project by the Client, this agreement shall remain in force till contractual obligations of the parties hereto under the contract agreement entered into with CLIENT are discharged in the following manner:
- (a) till the completion of Defect Liability Period of the project, the parties shall maintain their respective share in the JV as per Clause 3 below, without any dilution
 - (b) upon successful completion of Defect Liability Period of the project, the shareholding pattern/share in the JV may be diluted, such that the Lead Partner continues to hold majority stake (even upto 100%) till the end of the Project.
- 1.3 Any property that a Party may provide for use in connection with the performance of its scope of work shall remain the property of the Party and shall not be the property of the Joint Venture and the JV as such shall not have any property assets or employees.
- 1.4 No Party hereto shall have the authority or right nor shall any Party hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of the JV or of that other Party, as the case may be save and except as provided in this Agreement or otherwise mutually agreed in writing or in the consequential Contract that may be entered into with the Client.

2. EXECUTION PLAN

The parties hereto shall take part in the planning, construction, procuring/ accumulating the machinery, equipment, appointment of key technical and other personnel & execution of the Project tentatively as under.

Name Of the Party	Responsibility
Lead Member Share in JV:% (..... percent only)	
Other Member Share in JV:% (..... percent only)	
Other Member Share in JV:% (..... percent only)	

3. EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly, either individually or with any other party or parties, take part in the Bid for the aforesaid Project, except as contemplated under this Agreement. Each Party further assures, covenants and Guarantees to the other party hereto that this undertaking shall also apply to its Associate companies, subsidiaries and Companies under its direct or indirect control. The principle of exclusivity as stated herein will be extended by the Parties to their subsidiaries and any affiliated companies, firms or persons over which they may from time to time exercise control. None of the parties shall, in connection with the works, in any way act either alone or jointly with or by or through the other Parties in a manner likely to be detrimental to this Agreement or to cause loss,

damage or injury to the Joint Venture.

The parties hereto shall strictly observe the conditions of tender with regard to conflict of interest during the performance of this agreement.

4. LEAD PARTNER

- 4.1 It is agreed mutually among the parties hereto to nominate M/s..... as the Lead Partner of the Joint Venture
- 4.2 Upon award of contract, the Lead Partner shall organise and manage all the affairs of the Project, shall take decisions on all matters concerning the execution of the Project and execute its functions through nominated Common Representative of the JV.
- 4.3 The Lead Partner shall be authorised by the other partner by executing a separate Power of Attorney to do all such necessary acts, deeds and to submit the sign and bid documents, to incur liabilities and receive instructions for and on behalf of all partners of JV and entire execution of contract including to receive payment on behalf of all partners in the event the bid is awarded to the JV.
- 4.4 All the payments of O&M will be made to the Lead Partner subject to raising the invoice by Lead Partner and submission of consent letter of JV for the same.

5. NAME & ADDRESS OF JOINT VENTURE.

The parties hereto have agreed that the legal name of JV shall be as ".....

(JV)" and the Joint Venture shall run its business and functions and receive communication from the following address:

.....
.....

All the notices, correspondence etc. on the joint venture parties hereto shall be served to the above address and the above-named joint venture shall make all the correspondence from the above said address.

6. REPRESENTATIONS AND WARRANTIES:

- 6.1 Each Party shall be responsible for the provision of, without limitation, all resources required for the proper fulfilment of its respective Scope of Work.
- 6.2 Each of the Parties shall be solely responsible for the performance of its scope of work and shall bear all technical, commercial and financial risk involved with the performance of its respective scope of work.
- 6.3 Each Party agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost, expense, claim, judgment, settlement or damage to property or personal injury of a third party that the other Party may incur as a result of or due to any willful misconduct or gross negligent action or fault of the Indemnifying Party, which may result the other Party being unable to perform their obligations under this Joint Venture or which may result in any other direct loss or damage to property or personal Injury of a third party,

excluding any consequential damage, if any, to the other Party in relation to the Joint Venture/ Contract.

6.4 M/s acknowledge and confirm that it is joining with the Lead Member

i.e. M/s in joint venture only for participation in the tender for the above described project and further hereby declare that this Agreement is their preferred channel and that it will use its best efforts to coordinate forces during bidding process and during execution of Project to ensure a smooth and efficient Agreement execution.

6.5 Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (c) require any consent or approval not already obtained;
- (d) violate any Applicable Law presently in effect and having applicability to it;
- (e) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (f) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (g) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (h) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (i) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. NATURE OF LIABILITY

7.1 Upon award of the Project on Joint Venture, notwithstanding the terms of this Agreement or any understanding between the parties, the Parties hereto shall be jointly and severally liable to 'CLIENT' for the performance of whole Contract in accordance with the Tender

and/or Contract Agreement that may be entered into with CLIENT upon award of contract in due course.

- 7.2 The financial liability of the Partners of this Joint Venture Agreement to the Client, with respect to any of the claims arising out of the non-performance of the obligations set forth in the said Joint Venture Agreement, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture Agreement.

8. CONFIDENTIALITY

- 8.1 All the documents, papers, information, data submitted by the parties hereto is a confidential in nature and neither party shall disclose the said confidential information to any third party without prior written consent of the other party. Neither party shall use this information, data, papers, documents etc. for any purpose other than for the works mentioned hereinbefore.

9. JOINT VENTURE BANK ACCOUNT

- 9.1 The parties hereto shall open a requisite joint venture bank account or accounts in(name of town/city).....for the purpose of realisation of bill amount from Client and to disburse the amounts among the partners and to make payments to third parties. This Joint Venture Bank Accounts shall be operated by the Lead Partner's Authorised Signatory / Representative.
- 9.2 All sums received by the Joint Venture in connection with the Project/ Contract shall be promptly deposited to the credit of the designated Account/(s) and all amounts from time to time to be disbursed to the Joint Venture Partners in accordance with their scope of work and entitlement (after deducting all dues, taxes, premiums, charges etc.) within Ten (10) working days from the date of such realisation/debit of funds into the JV Account.

10. DECISION MAKING

- 10.1 All the decisions relating to project execution, administration and management of the Project shall be taken by the Lead Partner. However, the Parties hereto shall mutually decide major issues that may be encountered by the Joint Venture during the course of execution of the Project. The decisions of Lead Member as well as other partners shall be executed and performed through a nominated and Authorised Representative of Joint Venture.

11. TAXATION

- 11.1 All taxes, duties, and charges of any kind imposed on any Party / CLIENT / governmental authority in connection with the performance of their respective scope of work and under or in connection with the terms of Contract Agreement shall be borne / paid by the parties hereto.

12. INSURANCE

- 12.1 (JV) shall be responsible to bear the premiums for taking comprehensive insurance policies required for the Project.

13. BID COSTS

- 13.1 All the pre-award costs for preparation, submission and negotiation shall be borne by the (JV)
- 13.2 Any Bonds, Guarantees, Insurance and other charges as required or arising out of the terms and conditions of the Bid Documents or the Contract shall be borne by the Parties as per their mutual understanding.

14. DISPUTES

- 14.1 Any dispute, controversy or claim arising out of or in relation to this agreement shall be settled in the first instance amicably between the Parties.
- 14.2 If an amicable settlement cannot be reached as above, it will be settled by Arbitration In accordance with the India Arbitration and Conciliation Act, 1996.
- 14.3 The place of arbitration shall be at Rayapudi, and the language of arbitration shall be in English. The Courts in the City of Rayapudi shall have exclusive Jurisdiction to try any matter relating to or arising out of this agreement.

15. NOTICES

- 15.1 Any notice of other document permitted or required under this Agreement will be deemed to have been adequately and properly served on the addressee, if sent by telefax or registered mail or delivered and received by hand at the respective addresses noted above. Each party shall acknowledge the receipt of notice/communications immediately upon receipt of the same without fail.

16. MUTUAL CONSULTATION AND GOOD FAITH

- 16.1 All matters not specifically set forth in this Agreement which relate to the Project shall be discussed by the Parties in good faith and settle agreement between them.
- 16.2 If any provision of this Agreement is found to be invalid, the validity of the remaining provisions shall not be affected thereby. The Parties shall in good faith seek to replace the invalid provision with a valid provision, which conveys the Parties' intention under the Invalid provision as nearly as possible.

17. NO PARTNERSHIP

- 17.1 Nothing contained in this Agreement shall constitute or be deemed to constitute a Partnership or any other form of permanent company or organisation or any legal entity or establishment between the Parties and none of the Parties shall have authority to give commitment or assurance to any third party on behalf of the other Party, except without written consent /permission of the other party. However, if CLIENT demands or law requires the parties hereto to incorporate a joint venture company/LLC/LLP as per the existing laws in India, the parties shall do so and in such event this clause shall become inoperative.
- 17.2 In addition to any other obligations arising out of this Agreement, the Parties are in general

obliged to co-operate in all respects and at all times in good faith, each Party contributing to best of its knowledge and experience to fulfil this Agreement with fairness and without detriment to the interests of the other parties.

18. ENTIRE AGREEMENT

18.1 This Agreement prevails over any and all prior express or implied agreements, whether oral or written between the Parties. The documents forming part of this Agreement are mutually explanatory and complementary to each other. In case of any conflict or contradiction, this Agreement shall take precedence over the same.

19. TERMINATION

19.1 The parties hereto have specifically agreed not to terminate this agreement till the entire tendering process is completed. If the contract is awarded in favour of the joint venture, the parties hereto are not entitled to terminate this agreement and this agreement shall continue in force till the obligations of the parties hereto are fulfilled in terms of Contract Agreements signed along with Client.

19.2 If the tender submitted by the parties hereto is declared as non-responsive/ unsuccessful, this agreement shall be treated as terminated from the date of such intimation to the Lead Member or any of the other members by the Client.

20. GOVERNING LAW

20.1 This Agreement and any subsequent agreements that the parties may enter into in relation with the above Project shall be governed and construed in accordance with the Laws for the time being in force in India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the CLIENT

IN WITNESS WHERE OF the parties hereto have signed this Agreement through their respective authorized representatives on the date, month and year mentioned at first above.

For _____ Witness:

Name

:

Designation:

For _____ Witness:

Name

:

Designation:

Notes:

The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Venture Agreement should attach a copy of the extract of the charter documents

and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

U. **FORMAT FOR CONTRACT AGREEMENT**

(on Rs. 100/- Non-judicial stamp paper)

AGREEMENT

Name of the Work:

Name of the Contractor/Firm: _____

Agreement Amount (Contract Price): INR _____ (Rupees) including Labour Welfare Cess, Overheads etc. and excluding GST.

THIS AGREEMENT is entered into on this the day of.....20__

BETWEEN

Swachh Andhra Corporation, having its registered office at 68, Road No. 2, Central Excise Colony Rayapudi, Andhra Pradesh - 520008, the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of One Part;

AND

M/s _____ having its registered office at

..... (hereinafter referred to as the “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

A. The Authority aspires for the development of _____

B. The Authority had resolved to take up the project of “_____” (hereinafter called the “**Project**”) in accordance with the terms and conditions to be set forth in an agreement to be entered into.

The Authority had accordingly invited proposals on EPC basis vide _____ (the “EPC Tender - 1st Call”) for selection of bidders for the above referred project. The Authority had also prescribed the technical and commercial terms and conditions including Pre-bid queries and responses and invited bids pursuant to the said EPC Tender - 1st Call for undertaking the project.

C. After technical and financial evaluation of the bids received, the Authority had accepted the bid of **M/s _____** and issued Letter of Acceptance No. _____ (herein after called the “LOA”) to _____, requiring them to submit the performance bank guarantee in accordance with terms and conditions of the EPC Tender - 1st Call.

D. The Contractor has fulfilled the requirements specified in Recital (C) above;

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as below-

1. The Contract Agreement
2. The Letter of Acceptance
3. The Price Bid
4. Scope & Deliverables
5. Schedules
6. Special Conditions of Contract
7. General Conditions of the Contract
8. The Drawings
9. Any other documents forming part of the contract

Signed by: _____
For and on behalf of the Client

Signed by: _____
For and on behalf the Contractor

Witness:

1.

Witness, Name, Signature, Address, Date

2.

Witness, Name, Signature, Address, Date

Witness:

1.

Witness, Name, Signature, Address, Date

2.

Witness, Name, Signature, Address, Date

V. LIST OF CERTIFICATES ENCLOSED

Sl. No.	Name of Certificates	Page No. in the Document

W. SITE VISIT CERTIFICATES OF PROPOSED PLANTS IN THE TENDER

The interested bidders should submit site visit certificate for concern ULB for the work of selection of Contractor for the work of “Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call” in the given format and the same will be considered for evaluation of the bid.

SITE VISIT CERTIFICATE

I, _____ authorized representative of M/s. _____ have visited the site for the work of selection of Contractor for the work of “Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1st Call”.

We have inspected and evaluated the existing ULB with reference to its location, topography, site conditions, sub soil water table, cutting filling / levelling of existing waste, availability of existing services, shifting of services if required, fire and smoke condition of the site, if any, amenities surrounding the site, existing accessibility of site and other physical amenities / infrastructure etc.

We have also inspected the existing road infrastructure, accessibility etc., at the ULB. We have submitted this offer after satisfying ourselves about the local conditions, local costs, maintenance cost, etc.

We are herewith enclosing the geo-tagged photograph with date as a part of evidence and mandatory document showing that the site is visited by us / our firm and we are familiar with the existing site situation.

Signature of the Bidder

**Signature of the Authority
(Superintending Engineer of the
concerned circles with stamp)**

PART 3: GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT AND SCHEDULES

ARTICLE 1 SCOPE OF THE PROJECT

1.1 Scope of the Project

Under this Agreement, the scope of the Project (the “**Scope of the Project**”) shall mean and include:

- (a) Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Defect Liability Period Excluding Cost of O&M with all Civil, Electrical, Mechanical and Instrumentation works with 90 days Trial Run for STP’s” on the Site set forth in Part 1 – Scope & Deliverables and in conformity with the Specifications and Standards set forth in Schedule-D;
- (b) maintenance of the Project works in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-D; and
- (c) performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

ARTICLE 2 OBLIGATIONS OF THE CONTRACTOR

2.1 Obligations of the Contractor

- 2.1.1 Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project works and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 2.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 2.1.3 Subject to the provisions of Clauses 2.1.1 and 2.1.2, the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person. The Contractor shall assume full responsibility for the proper and timely Execution of the works in accordance with the Contract so as to meet the Time for completion.
- 2.1.4 The Contractor shall remedy any and all loss or damage to the Project Works from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.
- 2.1.5 The Contractor shall remedy any and all loss or damage to the Project Works during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arisen out of the reasons specified in Clause 15.1.
- 2.1.6 The Contractor shall remedy any and all loss or damage to the Project Works during the Maintenance Period at the Contractor's cost, including those stated in Clause 13.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event.
- 2.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in **Schedule-E** and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Works;
 - (c) make reasonable efforts to maintain harmony and good industrial relations among

the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;

- (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
- (e) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- (f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;
- (h) keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Authority's Representative and its authorised personnel shall have the right of access to all these documents at all reasonable times;
- (i) cooperate with other contractors employed by the Authority and personnel of any public authority; and
- (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.
- (k) The Contractor shall be responsible for development of CAD in all stages of Design and Construction as per the requirements mentioned in Schedule-O.
- (l) The Contractor shall prepare and submit a project specific Health, Safety and Environment plan based on guidelines in **Schedule-O** for implementation.
- (m) Contractor and their sub-contractors shall comply with Project Management requirements as mentioned in **Schedule-P**.

2.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works.

2.1.9 The Contractor shall check the design criteria and calculations (if any) included in the Bid Documents and satisfy itself regarding their accuracy and adequacy. Contractor shall meet the minimum design and sizing requirements specified in the Bid Documents – a design that does not meet such minimum requirement shall not be acceptable and will result in rejection of the bid as non-responsive. Further, if Contractor believes that the minimum design and sizing requirements are not adequate to meet the minimum performance requirements specified, then Contractor shall make whatever upward adjustments to the design and sizing it deems necessary to meet the performance requirements and include these in the Bid Price. Contractor assumes full responsibility for meeting the specified performance requirements and ensuring the adequacy of the

Works for this purpose. The design criteria provided in respective schedules of the same volume is basic design criteria and has to be met in totality. However, if the contractor feels, he requires additional work to meet the contractual conditions, the cost of same shall be deemed included in the Price and no extra cost shall be paid over the above the quoted price.

- 2.1.10 The Contractor shall establish a design liaison office headed by a Senior Design Manager and supported by a team of Mechanical, Electrical, Civil, Process, Engineer/s and reasonable numbers of CAD draughtsman etc within 15 days from the Appointment Date to facilitate preparation and submission of designs, drawings, construction documents, etc., for review and approval by the Employer's Representative. The design liaison office shall preferably be located near the Authority's office to facilitate communications and frequent interactions with the Employer's Representative and the Employer. The Contractor shall maintain the design liaison office until such time as all necessary designs and construction documents have been completed, reviewed, and approved by the Employer's Representative. The cost of office and its running cost should have deemed to be included in the price bid.
- 2.1.11 The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects and meet the Performance Guarantee requirements as well as Environmental requirements.

2.1.12 Inspections and Audit

The Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the and/or persons appointed by the employer to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by their requested by the employer. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Clause 2.9 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the 's inspection and audit rights provided for under Clause 10.6.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the 's prevailing sanctions procedures).

2.2 Obligations relating to sub-contracts and any other agreements

- 2.2.1 The Contractor shall not sub-contract any Works in more than 50% (fifty per cent) of the contract price and shall carry out Works directly under its own supervision and through its own personnel in at least 50% (fifty per cent) of the contract price. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labor, as the case may be, for such Works. The Parties further agree that all obligations and liabilities under this Agreement for the entire Project Works shall at all times remain with the Contractor. {The Parties also agree that obligation of the Contractor to carry out Works directly in at least 50% (fifty per cent) of the contract price.
- 2.2.2 In the event, any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor

shall communicate the name and particulars, including the relevant experience of the sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority shall examine the particulars of the sub-contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.

- 2.2.3 In the event any sub-contract referred to in Clause O.20 relates to a sub-contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a similar nature with a contract value exceeding 80% (eighty per cent) of the value of the sub-contract to be awarded hereunder and received payments in respect thereof for an amount equal to at least such 80% (eighty per cent), the Authority may, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, require the Contractor not to proceed with such sub-contract, and the Contractor shall comply there with. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

2.3 Employment of foreign nationals

The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Contractor. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub-contractors or their sub-contractors shall not constitute Force Majeure Event and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under this Agreement.

2.4 Contractor's personnel

- 2.4.1 The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice. The Contractor shall give preference to the local villagers for unskilled labour requirement and provide a quarterly report to the Authority Engineer on the details of person days of employment provided to the local villagers (for both men and women separately).
- 2.4.2 The Authority's Representative may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Provided that any such direction issued by the Authority's Representative shall specify the reasons for the removal of such person.
- 2.4.3 The Contractor shall on receiving such a direction from the Authority's Representative order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued in pursuance of Clause 2.4.2. The Contractor shall further ensure that such persons have no further connection with the Works or

Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) a replacement.

2.5 Advertisement on Project Site

The Project Site or any part thereof shall not be used in any manner to advertise any commercial product or services.

2.6 Contractor's care of the Works

The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.

2.7 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

2.8 Unforeseen difficulties

Except as otherwise stated in the Agreement:

- (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and
- (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

2.9 Corrupt or Fraudulent Practices

The requires compliance with its policy in regard to corrupt and fraudulent practices. At a minimum, the following are applicable.

Fraud and Corruption:

2.9.1 It is the Client's policy to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of the contracts.¹

2.9.2 In pursuance of this policy, the Client:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²;

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- ii. “Fraudulent practice” is any act 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;³
 - iii. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴
 - iv. “Coercive practice” is 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;⁵
 - v. “Obstructive practice” is
- (b) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (c) acts intended to materially impede the exercise of the inspection and audit rights provided for under Article 10.

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution..

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

ARTICLE 3 OBLIGATIONS OF THE AUTHORITY

3.1 Obligations of the Authority

- 3.1.1 The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2 The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
 - (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the Project Site by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (d) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement; and
 - (f) upon written request from the Contractor and subject to the provisions of Clause 3.3, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Sub-contractors to obtain applicable visas and work permits for the purposes of discharge by the Contractor or its Sub-contractors of their obligations under this Agreement and the agreements with the Sub-contractors.
 - (g) upon written request from the Contractor and subject to the provisions of the Contract, shall issue exemption certificate for excise duty/ customs duty for applicable materials used in the work as per the latest notification and based on the work requirements.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the Authority that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof,
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- (l) Nothing contained in this Agreement shall create any contractual relationship or obligation between the Authority and any Sub-contractors, designers, consultants or agents of the Contractor.
- (m) The Contractor shall check the design criteria and calculations (if any) included in the Bid Documents and satisfy itself regarding their accuracy and adequacy. Contractor shall meet the minimum design and sizing requirements specified in the Bid Documents – a design that does not meet such minimum requirement shall not be acceptable and will result in rejection of the bid as non-responsive. Further, if Contractor believes that the minimum design and sizing requirements are not adequate to meet the minimum performance requirements specified, then Contractor shall make whatever upward adjustments to the design and sizing it deems necessary to meet the performance requirements and include these in the Bid Price. Contractor assumes full responsibility for meeting the specified performance requirements and ensuring the adequacy of the Works for this purpose.”

The design criteria provided in respective schedules of the same volume, is basic design criteria and has to be met in totality. However, if the contractor feels, he requires additional work to meet the contractual conditions, the cost of same shall be deemed included in the Price and no extra cost shall be paid over the above the quoted price.

4.2 Representations and warranties of the Authority

The Authority represents and warrants to the Contractor that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (e) it has complied with Applicable Laws in all material respects;

- (f) it has good and valid right to the Site
- (g) it has procured all clearances such that the Contractor can commence construction forthwith on the Project Works as per Schedule A.

4.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 5 DISCLAIMER

5.1 Disclaimer

- 5.1.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Bid, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 4.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.
- 5.1.2 The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- 5.1.3 The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 5.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.
- 5.1.4 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 5.1.1 above shall not vitiate this Agreement, or render it voidable.
- 5.1.5 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 5.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error.
- 5.1.6 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such

risks or the consequences thereof.

ARTICLE 6 SECURITY

6.1 Security

6.1.1 The Contractor shall, for the performance of its obligations hereunder:

- (a) during the Construction Period, provide to the Authority, an EMD equal to 1% of the bid amount of capital works (Capex) at the time of signing of the Contract in the shape of unconditional and irrevocable Bank Guarantee / interest bearing securities valid until 60 days after the completion of Defect Liability Period, and the Authority's Engineer has certified that all the Defects notified by the Authority's Engineer to the Contractor before the end of this period have been corrected;

6.2 Retention Money

6.2.1 Construction period

Subject to the G.O.No.94, I&CAD Department, dated 01-07-2003 and GOs issued from time to time from the Government and the Authority shall retain from each payment due to the Contractor the following:

- i. EMD of 1.0 % of IBM shall be collected from all participating bidders
- ii. further, 2.5% on Contract Value shall be collected, in the form of BG/Insurance Surety bond from the successful bidder at the time of concluding the Agreement. After collecting the PSD from successful bidder in the form of BG/insurance surety bond, the EMD submitted at time of bid submission by the successful bidder will be returned at the time of concluding the Agreement.
- iii. During intermediate bill payments (R.A bills) the Further Security Deposit (FSD) shall be collected at the rate of 7.5%, in the form of cash on the value of work done from the agencies/contractor's running account bill, & the FSD shall be released in exchange of B.G.s
- iv. At the time of final bill 5% shall be repaid and balance 2.5% shall be paid after completion of Defect liability period & the 2.5% PSD in the form of B.G will be returned to the agency/Contractor on the successful completion of the Defect Liability Period (DLP)/ maintenance period (+) 28 days grace period from the end of DLP maintenance period (or) from the date of check measurement of the rectification plus 28 days of grace period in case of defect

rectification is completed beyond the DLP/maintenance period.

ARTICLE 7 RIGHT OF WAY

7.1 The Site

7.1.1 The site of the Project Works (the “**Site**”) shall comprise the site described in Schedule-A in respect of which the shall be provided by the Authority to the Contractor. The Authority shall be responsible for:

- (a) acquiring and providing on the Site in accordance with the alignment finalized by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and
- (b) obtaining licenses & permits for environment clearance for the Project Works.

7.2 Site to be free from Encumbrances

Subject to the provisions of Clause 7.1, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

7.3 Protection of Site from encroachments

On and after signing the memorandum and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security threat over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expenses.

7.4 Special/temporary Right of Way

The Contractor shall bear all costs and charges for any special or temporary Right of way/site required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Works and the performance of its obligations under this Agreement.

7.5 Access to the Authority and the Authority's Representative

7.5.1 The given to the Contractor hereunder shall always be subject to the right of access of the Authority and the Authority's Representative and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

7.5.2 The Contractor shall ensure, subject to all relevant safety procedures, that the Authority has un-restricted access to the Site during any emergency situation, as decided by the Authority's Representative.

7.6 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

ARTICLE 8 UTILITIES AND TREES

8.1 Existing Utilities and Roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility.

8.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, shift any utility (including electric lines, water pipes, telephone cables etc.) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Works in accordance with this Agreement. The Contractor shall engage registered contractors of concerned utility Agency for such shifting. For shifting of electrical utilities, contractors registered with Andhra Pradesh State and have C or A Grade License shall be employed. For such works, registered contractors of Government of Andhra Pradesh with Grade I qualification shall be employed. However, the Authority will assist in obtaining required permissions for such shifting from the concerned utility Agency including submission of application on Project name. The works shall be carried out in close coordination with utility agency and all precaution / conditions stipulated by the agency shall be diligently followed. Shifting of obstructing utilities done by the agency will be reimbursed by the competent authority from the Public Health (PH) Department.

8.3 New utilities

- 8.3.1 The Contractor shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Contractor, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 9.3 shall not in any manner relieve the Contractor of its obligation to construct and maintain the Project Works in accordance with this Agreement and any damage caused by such use shall be restored forthwith at the cost of the Authority.

- 8.3.2 The Authority may, by notice, require the Contractor to connect any adjoining road to the Project Site, and the connecting portion thereof falling within the Site shall be constructed by the Contractor at the Authority's cost in accordance with Article 9.
- 8.3.3 The Authority may by notice require the Contractor to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Works, whereupon the connecting portion thereof that falls within the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the Authority to the Contractor shall be determined by the Authority's Representative. For the avoidance of doubt, in the event such road is to be constructed for the benefit of any entity, the Authority may require such entity to make an advance deposit with the Contractor or the Authority, as the case may be, of an amount equal to the estimated cost as determined by the Authority's Representative and such advance shall be adjusted against the cost of construction as determined by the Authority's Representative hereunder.
- 8.3.4 In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 8.3, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Representative.

8.4 Felling of trees

The Authority shall assist the Contractor in obtaining the Applicable Permits for felling and disposal of trees to be identified by the Contractor for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Works. The cost of such felling and disposal shall be included in the Contract price. The Parties hereto agree that the felled trees shall be deemed to be owned by the Contractor after depositing the required amount to the concerned Department at the rates estimated by the Forest Department, Government of Andhra Pradesh and shall be disposed in such manner and subject to such conditions of the concerned Department. However, the Authority will assist in obtaining applicable permits for felling of trees.

ARTICLE 9 DESIGN AND CONSTRUCTION OF THE PROJECT WORKS

9.1 Obligations prior to commencement of Works

9.1.1 Within 15 (fifteen) days of the Appointed Date, the Contractor shall:

- (a) appoint its representative, duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- (b) appoint a Project Manager (the “**Project Manager**”) who will head the Contractor’s Design unit and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
- (c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (d) make its own arrangements for quarrying of materials needed for the Project Works under and in accordance with the Applicable Laws and Applicable Permits.
- (e) Prepare construction zone and Camp Site safety checklist.
- (f) Prepare updated Health, Safety and Environment Plan (HSE).

9.1.2 The Authority shall, within 15 (fifteen) days of the date of this Agreement, appoint an engineer (the “**Authority’s Representative**”) to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority’s Representative forthwith.

9.1.3 Within 21 (twenty-one) days of the Appointed Date, the Contractor shall submit to the Authority and the Authority’s Representative a programme (the “**Programme**”) for the Works, developed using networking techniques of Primavera (version P6) giving the following details:

Part I Contractor’s organization for the Project, the general methods and arrangements for design and construction, environmental management plan, Quality Assurance Plan including design quality plan, traffic management and safety plan covering safety of users and workers during construction, Contractor’s key personnel and equipment.

Part II Programme for completion of all stages of construction Project Completion

Schedule set forth in **Schedule-I**. The Programme shall include:

- (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works;
- (b) the periods for reviews under Clause 9.2;
- (c) the sequence and timing of inspections and tests specified in this Agreement.

The Contractor shall submit a revised programme whenever the previous programme is inconsistent with the actual progress or with the Contractor's obligations

Part III Monthly cash flow forecast.

- 9.1.4 The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 9.2.4, and provide to the Authority's Representative, the length, area and numbers, as the case may be, in respect of the various items of work specified in **Schedule-G** and comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 17.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.

9.2 Design and Drawings

- 9.2.1 Design and Drawings shall be developed in conformity with the Specifications & Standards set forth in Schedule-D. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review of the Authority's Representative.
- 9.2.2 Within 20 (twenty) days of appointment date, the Contractor shall appoint a proof check consultant (the "**Proof Consultant**") after proposing to the Authority a panel of three names of qualified and experienced firms from whom the Authority may choose one to be the Proof Consultant (Preferable IIT's). Provided, however, that if the panel is not acceptable to the Authority and the reasons for the same are furnished to the Contractor, the Contractor shall propose to the Authority a revised panel of three names for obtaining the consent of the Authority. The Contractor shall also obtain the consent of the Authority for two key personnel of the Proof Consultant who shall have adequate experience and qualifications in, Sewerage and Sewage Treatment including Tertiary treatment. The Authority shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the said period, the Contractor may proceed with engaging of the Proof Consultant.

The structural designs and drawings with necessary/essential instruments and Electro-Mechanical Equipment's shall be vetted by any IIT/NIT/Govt. Universities and the same shall be approved by the Chief Engineer, Swachh Andhra Corporation (SAC).

- 9.2.3 The Proof Consultant shall:
- (a) evolve a systems approach with the Project Manager so as to minimize the time required for final designs and construction drawings; and
 - (b) proof check the detailed calculations, drawings and designs, which have been approved by the Project Manager.

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- (c) The structural designs and drawings with necessary/essential instruments and Electro-Mechanical Equipment's shall be vetted by any IIT/NIT/Govt. Universities and the same shall be approved by the Chief Engineer, Swachh Andhra Corporation (SAC).

9.2.4 In respect of the Contractor's obligations with respect to the design and Drawings of the Project Works the following shall apply:

- (a) The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, five copies and one set of soft copy in CD/pen drive each of the design and GFC Drawings, duly certified by the Proof Consultant, to the Authority's Representative for review. Provided, however, that in respect of Structures and sewerage system the Authority's Representative may require additional drawings for its review in accordance with Good Industry Practice.
- (b) by submitting the Drawings for review to the Authority's Representative, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;
- (c) within 15 to 21 days of the receipt of the Drawings, the Authority's Representative shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Representative on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Structure, the aforesaid period of 15 (fifteen) days may be extended upto 21 to 30 days;
- (d) if the aforesaid observations of the Authority's Representative indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications & Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Authority's Representative for review. The Authority's Representative shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Contractor fails to revise and resubmit such Drawings to the Authority's Representative for review as aforesaid, the Authority's Representative may withhold the payment for the affected works in accordance with the provisions of Clause 17.5.4. If the Contractor disputes any decision, direction or determination of the Authority's Representative hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
- (e) no review and/or observation of the Authority's Representative and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Representative or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under this Article 9;
- (f) the Contractor shall be responsible for delays in submitting the Drawing caused

because of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Authority; and

- (g) the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

9.2.5 Any cost or delay in construction arising from review by the Authority's Representative shall be borne by the Contractor.

9.2.6 Works shall be executed in accordance with the Drawings provided by the Contractor in accordance with the provisions of this Clause 9.2 and the observations of the Authority's Representative thereon as communicated pursuant to the provisions of Clause 9.2.4 (d). Such Drawings shall not be amended or altered without prior written notice to the Authority's Representative. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

9.2.7 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the Authority and the Authority's Representative a complete set of as-built Drawings at scales **1:2500** horizontal and **1:200** vertical for road alignment and other appropriate scale for other items of work as approved by the Authority's Representative in 2 (two) hardcopies in A 2 size sheet on polyester film of quality to be approved by the Authority's Representative and soft copy in electronic format (CD/DVD-ROM) or in such other medium as may be acceptable to the Authority, reflecting the Project Works as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Works and setback lines, if any, of the buildings and structures forming part of Project Facilities. As-built drawings shall indicate position of the kilometer stones.

9.3 Construction of the Project Works

9.3.1 The Contractor shall construct the Project Works as specified in **Schedule-B**, and in conformity with the Specifications and Standards set forth in **Schedule-C**. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The Construction will be carried out in 3 phases and the Contractor agrees and undertakes that the construction of each Phase shall be completed on or before the Scheduled Completion Date of the Phase, including any extension thereof.

9.3.2 The Contractor shall construct the Project Works in accordance with the Project Completion Schedule set forth in **Schedule-I**. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date set forth in **Schedule-I**, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, Damages for delay shall be Five Percent (5 %) of the cost of incomplete work of each milestone per month / as per project schedule, subject to a maximum of 10% of the contract value, shall be reckoned from the date specified in Schedule – I and until such Project Milestone is achieved or the Works are completed;

provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in **Schedule-I** shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if **Schedule-I** has been amended as above; provided further that in the event the Works are completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 9.3.2 shall be refunded by the Authority to the Contractor, but without any interest thereon. However, if the contractor catches with the progress of work the same will be released in Interim Payment Certificates on contractor achieving subsequent milestone(s). For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 9.3.2 shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected works as specified in Clause 9.5.1.

The party recognize the expense and inconvenience likely to be incurred from any need to prove the loss and damage that will be suffered by the Authority in a event of a failure by the contractor to achieve completion of the works by the relevant time for completion as set forth in schedule-J. the parties acknowledge that the damages stated under clause 9.3.2 is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by the Employer in the event of any such failure on the part of the contractor and the Contractor irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of damages are not reasonable nor will it put the Employer to the proof thereof, nor further contend that its agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the Employer. If the payment of the Damages is unenforceable by the Employer for any reason the Contractor shall be liable to pay the Employer's actual losses and costs caused or to the extent contributed to by the delay to the time for the completion for which the Contractor is responsible.

- 9.3.3 The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 9.3. Provided that no deduction on account of Damages shall be effected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 9.3.2 shall not exceed 10% (ten percent) of the Contract Price.

9.4 Extension of time for completion

- 9.4.1 Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Completion Schedule (the "**Time Extension**") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:
- (a) Change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed under Article 12);
 - (b) occurrence of a Force Majeure Event;
 - (c) any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel or the Authority's other contractors on the Site; and

9.4.2 The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 9.4.1, inform the Authority's Representative by notice in writing, with a copy to the Authority, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.

Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected hereunder.

9.4.3 In the event of the failure of the Contractor to issue to the Authority's Representative a notice in accordance with the provisions of Clause 9.3.2 within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this clause 9.3.3, the Authority shall be discharged from all liability in connection with the claim.

9.4.4 The Authority's Representative shall, on receipt of the claim in accordance with the provisions of Clause 9.3.2, examine the claim expeditiously within the time frame specified herein. In the event the Authority's Representative requires any clarifications to examine the claim, the Authority's Representative shall seek the same within 15 (fifteen) days from the date of receiving the claim. The Contractor shall, on receipt of the communication of the Authority's Representative requesting for clarification, furnish the same to the Authority's Representative within 10 (ten) days thereof. The Authority's Representative shall, within a period of 60 (sixty) days from the date of receipt of such clarifications, forward in writing to the Contractor its determination of Time Extension.

Provided that when determining each extension of time under this Clause 9.5, the Authority's Representative shall review previous determinations and may increase, but shall not decrease, the total Time Extension.

9.4.5 If the event or circumstance giving rise to the notice has a continuing effect:

- (a) a fully detailed claim shall be considered as interim;
- (b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Representative may reasonably require; and
- (c) the Contractor shall send a final claim within 30 (thirty) days after the effect of the event or the circumstance ceases.

Upon receipt of the claim hereunder, the Authority's Representative shall examine the same in accordance with the provisions of Clause 9.4.4 within a period of 60 (sixty) days of the receipt thereof.

9.5 Incomplete Works

9.5.1 In the event the Contractor fails to complete the Works in accordance with the Project

Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavor to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 9.3.2 for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination under Clause 21.1.

9.6 Maintenance Manual

No later than 60 (sixty) days prior to the Project Completion Date, the Contractor shall, in consultation with the Authority's Representative, evolve a maintenance manual (the "Maintenance Manual") for the regular and preventive maintenance of the Project Works in conformity with the Specifications and Standards, safety requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority's Representative. The Authority's Representative shall review the Maintenance Manual within 15 (fifteen) days of its receipt and communicate its comments to the Contractor for necessary modifications, if any.

ARTICLE 10 QUALITY ASSURANCE, MONITORING AND SUPERVISION

10.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

10.2 Quality control system

10.2.1 The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the "**Quality Assurance Plan**" or "**QAP**").

10.2.2 The Contractor shall, within 30 (thirty) days of the Appointed Date, submit to the Authority's Representative its Quality Assurance Plan which shall include the following:

- (a) organization, duties and responsibilities, procedures, inspections and documentation;
- (b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications for Road and Bridge Works issued by Ministry of Road Transport and Highways (MORTH), relevant Indian Road Congress (IRC) specifications and Good Industry Practice; and
- (c) internal quality audit system.

The Authority's Representative shall convey its comments to the Contractor within a period of 21 (twenty-one) days of receipt of the QAP stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of this Clause 10.2.

10.2.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labor, Materials, samples, and qualified personnel as

are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

10.2.4 The cost of testing of Construction, Materials and workmanship under this Article 10 shall be borne by the Contractor.

10.2.5 The Contractor shall establish Quality testing laboratory with all the required quality testing equipment relating to the type to be performed under this scope of works at site for regular quality testing and regular maintenance of quality test records.

10.3 Methodology

The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the Authority's Representative for review the methodology proposed to be adopted for executing the Works, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The Authority's Representative shall complete the review and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

10.4 Inspection and technical audit by the Authority

The Authority or any representative authorized by the Authority in this behalf may inspect and review the progress and quality of the construction of Project Works and issue appropriate directions to the Authority's Representative and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

10.5 External technical audit

At any time during construction, the Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the Authority's Representative for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 10.5, the external technical audit shall not affect any obligations of the Contractor or the Authority's Representative under this Agreement.

10.6 Inspection of construction records

The Authority shall have the right to inspect the records of the Contractor relating to the Works.

10.6.1 Inspection and Audit by the Authority

The Author and/or persons appointed by the Authority shall have the right to inspect the Site and all accounts and records of the Contractor, its sub-contractors and sub-consultants relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Authority, if requested by the Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Clause 2.9 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Author inspection and audit rights provided under this Clause 10.6.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility

pursuant to the Author prevailing sanctions procedures).

10.7 Monthly progress reports

During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Representative a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority's Representative.

10.8 Inspection

10.8.1 The Authority's Representative and its authorized representative shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and
- (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

10.8.2 The Contractor shall give the Authority's Representative and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

10.8.3 The Authority's Representative shall submit a monthly inspection report (the "**Inspection Report**") to the Authority and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Authority's Representative shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

10.9 Samples

The Contractor shall submit the following samples of Materials and relevant information to the Authority's Representative for pre-construction review:

- (a) manufacturer's test reports and standard samples of manufactured Materials; and
- (b) samples of such other Materials as the Authority's Representative may require.

10.10 Tests

10.10.1 For determining that the Works conform to the Specifications and Standards, the Authority's Representative shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Schedule-R, and in accordance with Good Industry Practice for quality assurance. The checks by the Authority's Representative shall comprise of 100% (hundred percent) of all the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

10.10.2 In the event that results of any tests conducted under this Clause 10.10 establish any Defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Authority's Representative in this behalf. The Authority's Representative shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of

such tests and remedial measures in pursuance thereof shall be solely borne by the Contractor.

10.11 Examination of work before covering up

In respect of the work which the Authority's Representative is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Authority's Representative whenever any such work is ready and before it is covered up. The Authority's Representative shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Authority's Representative does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Authority's Representative to conduct its inspection, measurement or test while the work is continuing.

10.12 Rejection

10.12.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Authority's Representative shall reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Agreement.

10.12.2 If the Authority's Representative requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such cost shall be recoverable by the Authority from the Contractor; and may be deducted by the Authority from any monies due to be paid to the Contractor.

10.13 Remedial work

10.13.1 Notwithstanding any previous test or certification, the Authority's Representative may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
- (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
- (c) execute any work which is urgently required for the safety of the Project Works whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.

10.13.2 If the Contractor fails to comply with the instructions issued by the Authority's Representative under Clause 10.13.1, within the time specified in the Authority's Representative's notice or as mutually agreed, the Authority's Representative may advise the Authority to have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be

recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

10.14 Delays during construction

Without prejudice to the provisions of Clause 9.3.2, in the event the Contractor does not achieve any of the Project Milestones or the Authority's Representative shall have reasonably determined that the rate of progress of Works is such that Completion of the Project Works is not likely to be achieved by the end of the Scheduled Completion Date, it shall notify the same to the Contractor, and the Contractor shall, within 15 (fifteen) days of such notice, by a communication inform the Authority's Representative in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

10.15 Quality control records and Documents

The Contractor shall hand over to the Authority's Representative a copy of all its quality control records and documents before the Completion Certificate is issued pursuant to Clause 11.2.

10.16 Video Recording

During the Construction Period, the Contractor shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)- hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the Authority no later than 15 (fifteen) days after the close of each quarter after the Appointed Date.

10.17 Suspension of unsafe Construction Works

10.17.1 Upon recommendation of the Authority's Representative to this effect, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Authority's Representative, such work threatens the safety of the Users and pedestrians.

10.17.2 The Contractor shall, pursuant to the notice under Clause 10.17.1, suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the Authority's Representative to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Authority's Representative, the Authority shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 10.17 shall be repeated until the suspension hereunder is revoked.

10.17.3 Subject to the provisions of Clause 19.6, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

10.17.4 If suspension of Works is for reasons not attributable to the Contractor, the Authority's

Representative shall determine any Time Extension to which the Contractor is reasonably entitled.

10.18 Protection of Environment

The Contractor shall ensure that during continuance of the contract, the Contractor and his Subcontractor(s) shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, latest notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974

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

The Air (Prevention and Control of Pollution) Act, 1981

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

The Environment (Protection) Act, 1986

This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991

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

The Contractor shall take all reasonable steps to implement the environmental mitigation measures, Health, Safety and Environmental Management Plan, in accordance with objective, procedures, and other provisions set forth therein and shall not take any action which would prevent or interfere with such implementation. Further, he shall adhere to all environmental requirements of the contract.

The reference to above mentioned Acts is only indicative.

10.19 Labour

10.19.1 The Contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and Contractor's staff shall be to the Contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff.

The Contractor shall, if required by the Authority, deliver to the Authority a written in detail, in such form and at such intervals as the Authority may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Authority may require.

10.19.2 Transportation of Labour

The Contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the Contractor shall stay at the work spot. No extra payment will be made to the Contractor for the above transportation of the labour and his quoted percentage to the work shall include the. Transportation charges of labour from colonies to work spot and back.

The Contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this contract in contravention of said Act.~ The Contractor here by agrees to indemnify the Employer from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the Contractor in the., observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same

As per Govt. Memo No.721/Gr. (1)/81-35, dt:17. 11.87. The Contractor shall obtain the insurance at his own cost to cover the risk on the works to indoor engaged by him during period of execution against fire and other usual risks and produce the same to the Executive Engineer concerned before commencement of

10.19.3 Safety Measures:

- (a) The Contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and Contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Executive Engineer or on his behalf from time to time and at all times.
- (b) Providing protective foot wear to worker's situations like mixing and placing of mortar and concrete sand in quarries and places where the work is done under much wet conditions.

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- (c) Providing protective headwear to workers at places like underground excavations to protect them against rock falls.
 - (d) Providing masks to workers at granulates or at other location where too much fine dust is Boating about and sprinkling water at frequent intervals by water hoses on allstone crushing area and storage bins abate to dust.
 - (e) Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
 - (f) Taking such normal precautions like` fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
 - (g) Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
 - (h) Avoiding named electrical wire etc., as they would electrocute the works.
 - (i) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

10.19.4 Fair Wage Clause:

The Contractor shall pay not less than fair wages to laborers engaged by him on the work.

Fair wages mean wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.

The Contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborer's had been directly employed by him.

In respect of labour directly or indirectly employed in the works for the purpose of the Contractors part of the contract the Contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Executive Engineer.

he Authority shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.

The Contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.

As per contract labour (Regulation and abolition) Act. 1970 the Contractor has to produce the license obtained from the licensing officers of the labour department along with the Bid or at the time of contract.

Any violation of the conditions above shall be deemed to be a breach of his contract.

Equal wages are to be paid for both men and women if the nature of work is same and similar.

The Contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.

10.19.5 Compliance with Labour Regulations:

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

10.19.6 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

- (a) Workmen compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years' service or more, or on death, the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees PF. and Miscellaneous Provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33% The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death, as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker

iii. Payment of PF accumulation on retirement / death etc.

- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per employment construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers
- (h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for notmaking discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above and up to Rs. 3,500/- per month shall be workedout by taking wages as Rs. 2,500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 30 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out, becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50) The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority
- (l) Trade Unions Act 1926: The Act lays down the machinery and procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child. Labour is prohibited in Building and Construction Industry.
- (n) Inter State Migrant workmen's (Regulation of Employment & Conditions of

service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

- (o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate of 1% of the cost of construction and the same will be recovered from the running bills. The Agency is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc.
- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

10.19.7 Liabilities of the Contractor:

Accident Relief and Workmen compensation:

- (a) The Contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the Contractor, the Contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the Authority the act of such accident. The Contractor shall indemnify Employer against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Employer. as a consequence of Employer's failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.
- (b) In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the Contractor, by the Employer it shall be lawful for the Authority to retain such sum of money which may in the opinion of the Authority be sufficient to meet such liability. The opinion of the Authority shall be final in regard to all matters arising under this clause.
- (c) The Contractor shall at all times indemnify the Employer against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the Contractor.

10.19.8 Contractor's Staff, Representatives and Labour:

- (a) The Contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The Contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.
- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.
- (c) If the Contractor does not employ the technical person agreed to on the work a fine of Rs. 25,000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract
- (d) The Contractor shall at all times, maintain on the work a staff of qualified Engineers & Supervisors of sufficient experience of similar other jobs to ensure that the quality of work turned out shall be as intended in these specifications & they shall be present at the work spot during working hours and at the time of inspection by the Employer. All orders and direction given to such supervisory or other staff of the Contractor to be present on any specified inspection and the Contractor shall comply with such requisitions.
- (e) The Contractor shall supply to the Authority details of name qualifications and experience in regard to all supervisory staff employed by the Contractor and notify the changes when made and satisfy the Authority regarding the quality and adequacy of staff thus employed.
- (f) The Authority will have the unquestionable right to ask for change in the Contractor's supervisory staff and to other removal from the work and connection herewith of any of such staff. The Contractor shall comply with such order and effect replacement to the satisfaction of the Executive Engineer.
- (g) The Contractor shall not without written authorization permit entry on site of work of any person authorized agents, engaged in connection with work.
- (h) All vehicles used by the Contractor shall be clearly marked with Contractor's name.

10.19.9 Accommodation and food

The Contractor should arrange accommodation he needs, at his own cost. The Contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and laborer's including controlled commodities.

10.19.10 Protection of adjoining premises:

The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

10.19.11 Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorized

holidays in order to enable him to, meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (a) The provisions of relevant labour laws being adhered to:
- (b) Adequate lighting, supervision and safety measures are established to the satisfaction of the Authority and
- (c) The construction programme given by the Contractor and agreed upon by the Authority envisages such night working or working during Sundays or authorized holidays.

ARTICLE 11 COMPLETION CERTIFICATE

11.1 Tests on completion

11.1.1 At least 30 (thirty) days prior to the likely completion of the Project Works or a Section thereof, the Contractor shall notify the Authority's Representative of its intent to subject the Project Works or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Authority's Representative in consultation with the Contractor, and notified to the Authority who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the Authority's Representative or provide such assistance as the Authority's Representative may reasonably require for conducting the Tests. In the event of the Contractor and the Authority's Representative failing to mutually agree on the dates for conducting the Tests, the Contractor shall fix the dates by giving not less than 10 (ten) days' notice to the Authority's Representative.

11.1.2 All Tests shall be conducted in accordance with Schedule-J, & Section 10 of Technical Specifications. The Authority's Representative shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Project Works or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Representative during the course of any Test that the performance of the Project Works or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the Authority's Representative shall provide to the Contractor and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Authority's Representative may require the Contractor to carry out or cause to be carried out

additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Works or Section thereof with the Specifications and Standards.

11.2 Provisional Certificate

- 11.2.1 Subject to the provisions of Clause 11.2.5, upon completion of all Works forming part of the Project Works, save and except the Works for which Time Extension has been granted under Clause 9.5, the Authority's Representative shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-K (the "**Provisional Certificate**") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "**Punch List**") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Works for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof. For the avoidance of doubt, the Parties agree that the Punch List shall include all Works for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed Sections if such works do not materially affect the use of the completed Sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof.
- 11.2.2 Upon issue of Provisional Certificate, the provisions of Articles 13 and 15 shall apply to the completed parts of the Project Works and the property and ownership of all such completed Works shall vest in the Authority.
- 11.2.3 If the Authority's Representative determines that the Project Works or any completed part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Contractor and withhold issuance of the Provisional Certificate until the Defects or deficiencies are rectified by the Contractor and Tests are successful in accordance with this Article 10.
- 11.2.4 Notwithstanding anything to the contrary contained in Clause 11.2.3, the Authority may, at any time after receiving a report from the Authority's Representative under that Clause, direct the Authority's Representative to issue a Provisional Certificate under Clause 12.2.1 and such direction shall be complied forthwith.
- 11.2.5 No Provisional Certificate shall be issued under the provisions of this Clause 11.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 18.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 18.3.3. For the avoidance of doubt and by way of illustration, the Parties agree that if the Contract Price specified in Clause 18.1.1 is Rs. 105 cr. (Rs. one hundred and five crore) and the works withdrawn under Clause 7.3.3 have a value of Rs. 5 cr. (Rs. five crore), a Provisional Certificate shall not be issued until valid claims for payment of an amount of Rs. 80 cr. (Rs. eighty crore) have been submitted by the Contractor in accordance with the provisions of this Agreement. It is further

agreed that all price adjustments made in pursuance of Clause 17.10 shall not be reckoned for computation of the claims for payments referred to in this Clause 11.2.5.

11.3 Completion of remaining Works

11.3.1 All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor in accordance with the provisions of Clause 9.3.2 of this Agreement.

11.4 Completion Certificate

11.4.1 Upon completion of all Works, including the items specified in the Punch List, and the Authority's Representative determining the Tests to be successful, it shall forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-K (the "**Completion Certificate**").

11.4.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.

11.4.3 Without prejudice to the obligations of the Contractor specified in Articles 13 and 15, the property and ownership of all the completed Works forming part of the Project Works shall vest in the Authority.

11.5 Rescheduling of Tests

11.5.1 If the Authority's Representative certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 12 CHANGE OF SCOPE

12.1 Change of Scope

12.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works (“**Change of Scope**”) before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article 12.

12.1.2 Change of Scope shall mean:

- (a) omission of any or part of work from the Scope of the Project
- (b) Additional items not contingent on the main work and outside the scope of the main contract.

12.1.3 Upon receiving instruction from Authority Contractor shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of reduction in the Contract Price to the Authority through the Authority’s Representative to consider such Change of Scope. The Authority shall, within 30(thirty) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Article 12 or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not

undertake any Change of Scope without the express consent of the Authority, save and except any Works necessary for meeting any Emergency.

12.2 Procedure for Change of Scope

12.2.1 In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority's Representative to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

12.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority and the Authority's Representative such information as is necessary, together with preliminary documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - i. break down of the quantities, unit rates and cost for different items of work;
 - ii. proposed design for the Change of Scope; and
 - iii. proposed modifications, if any, to the Project Completion Schedule of the Project Works.

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 12.4.2, the Contract Price shall be adjusted on account of Change of Scope.

12.2.3 The Contractor's quotation of costs for the Change of Scope shall be determined on the following principles:

- (a) cost of work shall be derived on the basis of A.P. SoR 2022-23 and A.P. Standard Data Book and the applicable schedule of rates as published by the State Government.

12.2.4 Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may:

- (a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Authority till the matter is resolved in accordance with Article 24; or
- (b) proceed in accordance with Clause 13.5.

12.2.5 The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Contractor under this Article 12.

12.3 Payment for Change of Scope

12.3.1 Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

12.4 Restrictions on Change of Scope

- 12.4.1 No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.
- 12.4.2 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope orders shall not exceed 5 (Five) per cent of the Contract Price.
- 12.4.3 Notwithstanding anything to the contrary in this Article 12, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

12.5 Power of the Authority to undertake works

- 12.5.1 In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 12.2, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding from amongst bidders who are pre-qualified for undertaking the additional work. It is also agreed that the Contractor shall provide assistance and cooperation to the person who undertakes the works or services hereunder, but shall not be responsible for rectification of any Defects and/ or maintenance of works carried out by other agencies.
- 12.5.2 The works undertaken in accordance with this Clause 12.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes the disruption in operation of the Project Works. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 12.5.

ARTICLE 13 MAINTENANCE

13.1 Maintenance obligations of the Contractor

- 13.1.1 The Contractor shall maintain the Project Works upto completion of trial run period of 90 days successfully.
- 13.1.2 During the construction and trial run period, the Authority shall provide to the Contractor access to the Site in accordance with this Agreement. The obligations of the Contractor hereunder shall include:
- (a) permitting safe, smooth access to the Project sites;
 - (b) undertaking routine maintenance including prompt repairs of structures, sewer line, STP, all pumping machinery, conveyance mains and diversion arrangements.
 - (c) undertaking repairs to structures;
 - (d) informing the Authority of any un authorized use of the Project Works;
 - (e) informing the Authority of any encroachments on the Project Site; and

13.1.3 In respect of any Defect or deficiency not specified in Schedule-E, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any default or neglect of the Authority or a Force Majeure Event.

13.1.4 The Contractor shall remove promptly from the Project Works any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Works in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. The sludge/ residue/ grit / screen disposal is to be disposed at a suitable landfill site designated by SAC. The lead of this site from STP location is about 40 km. The Bidder is required to confirm the same and bid accordingly. The Bidder should visit the site to get the exact location of the same.

13.2 Maintenance Requirements

13.2.1 The Contractor shall ensure and procure that at all times during the Maintenance Period, the Project Works conforms to the maintenance requirements set forth in Schedule-E (the “**Maintenance Requirements**”).

13.3 Lane closure

13.3.1 The Contractor shall not close any lane of the Project Road Lane for undertaking maintenance works except with the prior written approval of the Authority’s Representative. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five) business days of receiving such request, the Authority’s Representative shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

13.4 Reduction of payment for non-performance of Maintenance obligations

13.4.1 In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in Schedule-E within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the Authority shall be entitled to effect reduction in monthly lump sum payment for maintenance in accordance with Clause 17.7 and Schedule-L, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

13.4.2 If the nature and extent of any Defect justifies more time for its repair or rectification than the time specified in Schedule-E, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority’s Representative and conveyed to the Contractor and the Authority with reasons thereof.

13.5 Authority’s right to take remedial measures

13.5.1 In the event the Contractor does not maintain and/or repair the Project Works or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report or a

notice in this behalf from the Authority or the Authority's Representative, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages.

13.6 Restoration of loss or damage to Project Works

13.6.1 Save and except as otherwise expressly provided in this Agreement, in the event that the Project Works or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Works conforms to the provisions of this Agreement.

13.7 Overriding powers of the Authority

13.7.1 If in the reasonable opinion of the Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

13.7.2 In the event that the Contractor, upon notice under Clause 13.7.2, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 13.7.2 and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be recovered by the Authority from the Contractor, and the Authority shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor under Clause 19.7 for the performance of its Maintenance obligations.

13.7.3 In the event of a National emergency, civil commotion or any other circumstances specified in Clause 19.3, the Authority may take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the Project Works or give such directions to the Contractor as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 21. It is also agreed that the Contractor shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 13.7.3, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

13.8 Authorities Taking Over

- 13.8.1 The Maintenance Requirements set forth in Schedule-E having been duly carried out, Maintenance Period as set forth in Clause 13.1.1 having been expired and Authority's Representative determining the Test on Completion of Maintenance to be successful in accordance with Schedule-Q, the Authority will issue Taking Over Certificate to the Contractor substantially in the format set forth in Schedule-Q.

ARTICLE 14 TRAFFIC REGULATION

14.1 Traffic regulation by the Contractor

- 14.1.1 The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction and maintenance of the Project Works or a Section thereof in accordance with the provisions of Ministry of Road Transport and Highways (MORTH) Specifications. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.
- 14.1.2 All works shall be carried out in a manner creating least interference to traffic passing through the Project area or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior

approval of the Authority's Representative for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.

ARTICLE 15 DEFECTS LIABILITY

15.1 Defects Liability Period

15.1.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Works or any Section thereof, till the expiry of a period of 2 (two) years commencing from the date of Provisional Certificate (the "Defects Liability Period". Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion. For the avoidance of doubt, any repairs or restoration on account of usual wear or tear in the Project Works or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 13.

15.2 Remediating Defects

15.2.1 The Contractor shall repair or rectify all Defects and deficiencies observed by the Authority's Representative during the Defects Liability Period within a period of 15

(fifteen) days from the date of notice issued by the Authority's Representative in this behalf, or within such reasonable period as may be determined by the Authority's Representative at the request of the Contractor, in accordance with Good Industry Practice.

15.3 Cost of remedying Defects

15.3.1 For the avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of Clause 15.2, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- (a) the design of the Project;
- (b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (c) improper maintenance during construction of the Project Works by the Contractor; and/ or
- (d) failure by the Contractor to comply with any other obligation under this Agreement.

15.4 Contractor's failure to rectify Defects

15.4.1 In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 15.2, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project Works conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Representative. The cost so determined and an amount equal to 120% (one twenty percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.

15.5 Contractor to Search Cause

15.5.1 The Authority's Representative may instruct the Contractor to examine the cause of any Defect in the Works or part thereof before the expiry of the Defects Liability Period.

15.5.2 In the event any Defect identified under Clause 15.5.1 is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the Authority's Representative, and shall bear the cost of the examination and rectification of such Defect.

15.5.3 In the event such Defect is not attributable to the Contractor, the Authority's Representative shall, after due consultation with the Authority and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the Authority, and the Contractor shall be entitled to payment of such costs by the Authority.

15.6 Extension of Defects Liability Period

15.6.1 The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 15.2 have been remedied.

15.7 Performance Certificate

- 15.7.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Authority's Representative has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed its obligations with regard to any remedial or other work required as a result of any defect in the Works, as identified under Clause 15.1, to the satisfaction of the Authority's Representative.
- 15.7.2 The Authority's Representative shall issue the Performance Certificate substantially in within 28 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's documents, completed and tested all the Works, including remedying any defects.

ARTICLE 16 AUTHORITY ENGINEER/EMPLOYER'S ENGINEER

Engineer in Charge is the "Executive Engineer" in charge of execution in terms of GO Ms.No.50 I&CAD dt.02.03.2009.

ARTICLE 17 PAYMENTS

17.1 Contract Price

17.1.1 The Contractor shall be deemed to have satisfied itself before entering into the Contract as to the correctness and sufficiency of the Contract Sum stated in the Price Breakdown and the Schedule of Prices, all of which shall, except as otherwise provided for in the Contract, cover all its obligations under and in relation to the Contract and all matters and things necessary for the proper execution of the Works, whether the same is expressly provided for in the Contract or is to be reasonably inferred there from or is necessarily incidental thereto. The Contract Sum is a lump sum fixed price and will not be adjusted save as expressly provided in the Contract, and includes any and all direct, indirect and ancillary charges and costs of whatsoever nature, all profit, foreign exchange cost, rate fluctuations and risk, all license and other fees, the cost of all Spare

Parts, accessories, consumable materials and special tools to be provided hereunder and all applicable Taxes (Except those reimbursable stated in IBM), tariffs, penalties, levies, insurance premiums, including all Contractor's Equipment and license fees and other charges relating to or arising out of the Contract and the Execution of the Works.

17.1.2 The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the “**Contract Price**”), which shall be subject to adjustments in accordance with the provisions of this Agreement.

17.1.3 Being a lumpsum contract on EPC basis, the contractor is bound to complete the entire work under the contract on a firm lumpsum price quoted and on a single source responsibility basis. the contractor shall be deemed to have satisfy himself as to the correctness and sufficiency of the contract price. Therefore, the contractor is bound to execute all the required works that a found essential, incidental and inevitable during the execution of main work at no extra cost to the employer.

17.1.4 The Contract Price shall not be adjusted for any change in costs stated in Clause 17.1.2 above, except as stated in Clauses 17.13 and 17.16.

17.1.5 The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, The Contractor shall be deemed to have visited and carefully examined the Project Site and its surroundings to have satisfied himself to the nature and conditions of transport and communication, as available at present and as to possible interruptions thereto including the access and regress conditions for the Site. The Contractor is also deemed to have made enquiries, examined and satisfied himself as to the site source for obtaining sand, aggregates and other materials and other infrastructure facilities as may be necessary for executing and completing the Works, as also the sub-soil water ware, storms, prevailing winds and climatic conditions and all similar matters affecting the works including sub-surface conditions, local conditions, the hydrological, geological, climatic conditions and law and order.

Any neglect or failure on part of the Contractor in obtaining necessary information upon the foregoing or any other matter affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for the completion of Works in accordance with the Contract.

17.1.6 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor’s obligations for the Works under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Project Works.

17.1.7 The Contract Price shall be paid in INR. Payments for Change of Scope, Damages by the Authority and any other requirements as per this Agreement shall be paid in Indian Rupees. All deductions under this Agreement, payment of Damages by the Contractor and repayment of Advance by the Contractor shall be made in Indian Rupees.

17.2 Mobilization Advance

17.2.1 As per G.O. Ms. No. 57, dated 27-11-2024, the contractors for works exceeding more than Rs.1.00 Crore of estimated contract value are permitted to avail the facility of

Mobilization Advance in two instalments, equivalent to 10% of the contract amount (5% for labour mobilization and 5% for machinery and equipment) named in the Letter of Acceptance, payable as per above. Payment of the loan will be done under separate certification by the **Executive Engineer** after:

- i) Execution of the form of agreement by the parties thereto.
- ii) Provision by the contractor of the further security in accordance with relevant condition.
- iii) Provision by the contractor of a Bank Guarantee from a Scheduled Bank acceptable to the Managing Director, Swachh Andhra Corporation, for an amount equal to 10% of the contract amount as indicated in the Letter of Acceptance towards the first instalment of the advance mobilization loan.

Such Bank Guarantee shall remain effective until the said advance loan has been completely repaid by the contractor out of the current earnings under the contract and certified accordingly by the Managing Director, Swachh Andhra Corporation. The advance mobilization loan will be paid within 30 days after fulfilling the above (i), (ii), and (iii) items. Advance mobilization loan will be paid only in case of contracts with estimated contract value exceeding Rs. 100 Lakhs.

17.2.2 A form of Bank Guarantee acceptable to the Managing Director, Swachh Andhra Corporation is indicated in the format of securities. The advance mobilization loan shall be used by the contractor exclusively for mobilization expenditures, including the acquisition of constructional plant.

17.2.3 First instalment of not more than **5% of the accepted contract amount** as per Clause

17.2.4 Second instalment of remaining amount on demand by the contractor only after submission of mobilization of machinery and labour and on submission of details of use of first instalment.

17.2.5 Each instalment of advance payment shall be recovered from the IPCs with an interest rate as prescribed in **G.O. Ms. No. 57, dated 27-11-2024**.

Recovery of Advances:

17.2.6 The advance loan together with interest at the rate specified in the above para shall be repaid with percentage deductions from the intermediate payments under the contract. Deduction shall commence in the next interim payment following that in which the total of all such payments to the contractor have reached 10 percent of the contract amount and shall be made at the rate of 20 percent of the amount of all interim payments in which the loan was made together with interest payable up to that date, until such time as the loan together with interest at the rate specified in para above shall be completely repaid prior to the expiry of the original time for completion.

17.3 Procedure for Estimating the Payment for the Works

17.3.1 The Authority shall make interim payments to the Contractor as certified by the Authority's Representative on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in **Schedule-G**.

17.3.2 The Contractor shall base its claim for interim payment for the stages completed till the

end of the month for which the payment is claimed, valued in accordance with Clause 17.3.1, supported with necessary particulars and documents in accordance with this Agreement.

17.3.3 Any reduction in the Contract Price arising out of Change of Scope or the works withdrawn under Clause 12.2.1 shall not affect the amounts payable for the items or stage payments thereof which are not affected by such Change of Scope or withdrawal. The Parties further agree that the adjustments arising out of the aforesaid modifications shall be carried out in a manner that the impact of such modifications is restricted to the said Change of Scope or withdrawal, as the case may be, and does not alter the payments due for and in respect of items or stage payments which do not form part of such Change of Scope or withdrawal.

17.4 Stage Payment Statement for Works

17.4.1 The Contractor shall submit a statement (the “**Stage Payment Statement**”), in 3 copies, by the 5th (fifth) day of the month to the Authority’s Representative in the form approved by the authority engineer, showing the amount calculated in accordance with Clause 17.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

17.5 Stage Payment for Works

17.5.1 Within 30 (thirty) days of the receipt of the Stage Payment Statement referred to in Clause 18.4, the Employer’s Engineer shall determine and shall deliver to the Employer and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released, if any to the Contractor. After receipt of IPC, the Employer shall pay the contractor the approved/certificate sum against the said IPC at the earliest preferably within 30 days.

17.5.2 In cases where there is a difference of opinion as to the value of any stage, the Authority’s Representative’s view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor’s right to raise a Dispute.

17.5.3 The Authority’s Representative may, for reasons to be recorded, withhold from payment:

- (a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Authority’s Representative had notified the Contractor; and
- (b) the estimated cost of rectification of work done being not in accordance with this Agreement.

17.5.4 Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.

17.6 Monthly Maintenance Statement of the Project Works

Deleted

17.7 Payment for Maintenance of the Project Works

Deleted

17.8 Time of Payment and Interest

17.8.1 The Authority shall pay to the Contractor the amount due under any payment certificate issued by the Authority's Representative in accordance with the provisions of this Article 18, or in accordance with any other clause of this Agreement as follows:

- (a) payment shall be made preferably within 30 (Thirty) days from the date of submission of the Stage Payment Statement by the Contractor to the Authority's Representative for certification in accordance with the provisions of Clause 17.4 for an IPC; provided that, in the event the IPC is not issued by the Authority's Representative within the aforesaid period of 30 (Thirty) days, the Authority shall pay the amount shown in the Contractor's Stage Payment Statement and any discrepancy therein shall be added to, or deducted from, the next payment certificate issued to the Contractor; and

17.9 Final Payment Statement

17.9.1 Within 60 (sixty) days after receiving the Completion Certificate under Clause 11.4, the Contractor shall submit to the Authority's Representative for consideration six copies of a Final Payment Statement (the "**Final Payment Statement**") for Works, with supporting documents showing in detail, in the form prescribed by the Authority's Representative:

- (a) the summary of Contractor's Stage Payment claims for Works as submitted in accordance with Clause 17.4;
- (b) the amounts received from the Authority against each claim; and
- (c) any further sums which the Contractor considers due to it from the Authority.

If the Authority's Representative disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the Authority's Representative may reasonably require. The Authority's Representative shall deliver to the Authority:

- i. an IPC for those parts of the Final Payment Statement which are not in dispute, along with a list of disputed items which shall then be settled in accordance with the provisions of Article 24; or
- ii. a Final Payment Certificate in accordance with Clause 17.15 if there are no disputed items.

17.9.2 If the Authority's Representative does not prescribe the form referred to in Clause 17.13.1 within 15 (fifteen) of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

17.10 Discharge

Upon submission of the Final Payment Statement for Works under Clause 17.13, the Contractor shall give to the Authority, with a copy to the Authority's Representative, a

written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all the Works arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued pursuant to Clause 17.15.

17.11 Final Payment Certificate

17.11.1 Within 30 (thirty) days after receipt of the Final Payment Statement for Works under Clause 17.13, and the written discharge under Clause 17.14, and there being no disputed items of claim, the Authority's Representative shall deliver to the Authority, with a copy to the Contractor, a final payment certificate (the "**Final Payment Certificate**") stating the amount which, in the opinion of the Authority's Representative, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Authority's Representative shall ascertain from the Authority all amounts previously paid by the Authority and for all sums to which the Authority is entitled, the balance, if any, due from the Authority to the Contractor or from the Contractor to the Authority, as the case maybe

17.11.2 The Authority shall, in accordance with the provisions of Clause 17.9, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate.

17.12 Final payment statement for Maintenance

17.12.1 Within 60 (sixty) days after completion of the Project, the Contractor shall submit to the Authority's Representative six copies of the final payment statement for Completion of the Project Works, with supporting documents showing the details set forth below in the form prescribed by the Authority's Representative:

- (a) the amount paid in accordance with the Interim Payment Certificates; and
- (b) any sums which the Contractor considers to be due to it, with supporting documents.

17.12.2 The Authority's Representative shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of work, segregating the items of amount payable from the items of amount disallowed. The Authority shall make payment on the basis of the final payment certificate authorized by the Authority's Representative.

17.12.3 If the Authority's Representative does not prescribe the form within 15 (fifteen) days of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

17.13 Change in Law

17.13.1 If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Representative of such additional cost due to Change in Law.

17.13.2 If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement,

either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Authority's Representative of such reduction in cost due to Change in Law.

17.13.3 The Authority's Representative shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

17.14 Correction of Interim Payment Certificates

The Authority's Representative may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the Authority's Representative.

17.15 Authority's Claims

17.15.1 If the Authority considers itself to be entitled to any payment from the Contractor under any Clause of this Agreement, it shall give notice and particulars to the Contractor 20 (twenty) days before making the recovery from any amount due to the Contractor, and shall take into consideration the representation, if any, made by the Contractor in this behalf, before making such recovery.

17.16 Price Adjustment

Price Adjustment shall be allowed as per comprehensive orders on price adjustment calculations issued by Government G.O.Ms. No. 62 Water Resources (Reforms) Dept. Dated 30-11-2021 and any amendments issued by Government from time to time

Price adjustment will not be applicable for the part of the work carried out for which Liquidated Damages are levied.

ARTICLE 18 INSURANCE

18.1 Insurance for Works and Maintenance

18.1.1 The Contractor shall affect and maintain at its own cost the insurances specified in Schedule-N and as per the requirements under the Applicable Laws.

18.1.2 Subject to the provisions of Clause 19.6, the Authority and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this Article 18 or cannot be recovered from the insurers.

18.1.3 Subject to the exceptions specified in Clause 18.1.4 below, the Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Authority from and against all losses, damages, costs, charges and/or claims with respect to:

(a) the death of or injury to any person; or

- (b) the loss of or damage to any property (other than the Works);

that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.

18.1.4 Notwithstanding anything stated above in Clause 18.1.3, the Authority shall fully indemnify the Contractor from and against all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

- (a) the use or occupation of land or any part thereof by the Authority;
- (b) the right of the Authority to execute the Works, or any part thereof, on, over, under, in or through any land;
- (c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and
- (d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Authority, its agents, servants or other contractors, not being employed by the Contractor.

Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Authority shall not be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be proportionately determined to be the liability of the Authority, its servants or agents or other contractors not associated with the Contractor in such injury or damage.

18.1.5 Without prejudice to the obligations of the Parties as specified under Clauses 18.1.3 and 18.1.4, the Contractor shall maintain or effect such third-party insurances as may be required under the Applicable Laws.

18.1.6 The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Project Manager and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.

18.2 Notice to the Authority

18.2.1 No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 19. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

18.3 Evidence of Insurance Cover

18.3.1 All insurances obtained by the Contractor in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10

(ten) days from the Appointed Date, the Contractor shall furnish to the Authority notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority. The Contractor shall act in accordance with the directions of the Authority. Provided that the Contractor shall produce to the Authority the insurance policies in force.

18.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

18.4 Remedy for Failure to Insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

18.5 Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Article 18 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

18.6 Contractor's Waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

18.7 Cross Liabilities

Any such insurance maintained or effected in pursuance of this Article 18 shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Authority as separately insured.

18.8 Accident or Injury to Workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting

from any act, omission or default of the Authority, its agents or servants. The Contractor shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the Authority shall be liable.

18.9 Insurance Against Accident to Workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project Works from and against any liability incurred in pursuance of this Article 18. Provided that for the purposes of this Clause 18.9, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause 18.9 shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Authority is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Authority, when required, such policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Authority.

18.10 Application of Insurance Proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Works and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to the works undertaken out of the proceeds of insurance.

18.11 Compliance with Policy Conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

18.12 The Contractor shall provide EAR/CAR (as applicable) Insurance policy in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defect Liability Period i.e., 24 months after completion of works for the following events which are due to the Contractor's risks including Fire risk.

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to the Equipment;
- (c) loss of or damage of property in connection with the Contract; and
- (d) Personal injury or death of persons employed for construction.
- (e) Such other Add-On coverages that are relevant to nature of work/contract which provides a comprehensive insurance to the project.

Policies and certificates of Insurance shall be delivered by the Contractor to the Employer at the time of concluding Contract agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i. The Contractor shall furnish insurance policy in force in accordance with proposal furnished in the agreement and approved by the Employer for concluding the Contract.
- ii. The Contractor shall obtain the Insurance policy by paying requisite premiums duly covering the total contract period of 12 Months plus 2

- years defect liability period at the time of concluding agreement and submit to Employer. It shall form part of the Agreement.
- iii. The Contractor shall suitably extend the Insurance coverage at its cost in case the Contract period is extended.

Alterations to the terms of insurance policy shall not be made without the approval of the Employer. The EPC Tender - 1st Call along with applicable/requisite terms, conditions, coverage, warranties, exclusions, Add-Ons, limits, Clauses shall be finalized in consultation with ANDHRA PRADESH GENERAL INSURANCE CORPORATION LIMITED (APGICL) only.

ARTICLE 19 FORCE MAJEURE

19.1 Force Majeure

As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 19.2, 19.3 and 19.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

19.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

- (b) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (e) strikes or boycotts (other than those involving the Contractor, Sub-contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Works for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 20.3;

19.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents construction of the Project Works by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- (d) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;
- (e) any Indirect Political Event that causes a Non-Political Event;

19.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions.
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors;
- (c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license,

- (d) authorization, no objection certificate, exemption, consent, approval or permit; any failure or delay of a Sub-contractor but only to the extent caused by another Political Event;

19.5 Duty to Report Force Majeure Event

19.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 19 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

19.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

19.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 19.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

19.6 Effect of Force Majeure Event on the Agreement

19.6.1 Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
- (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable

to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

19.6.2 Save and except as expressly provided in this Article 19, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

19.6.3 Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

19.7 Termination Notice for Force Majeure Event

19.7.1 If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 20, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

19.8 Termination Payment for Force Majeure Event

19.8.1 In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 22.5.

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Representative shall only determine the value of Works associated with Maintenance.

(a) any event or circumstances of a nature analogous to any of the foregoing.

19.8.2 If Termination is on account of an Indirect Political Event, the Termination Payment shall include:

(a) any sums due and payable under Clause 21.4; and

(b) the reasonable cost, as determined by the Authority's Representative, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Representative shall only determine the value of Works associated with Maintenance.

19.8.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under

Clause 21.5.2 as if it were an Authority Default.

19.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

19.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 20 SUSPENSION OF CONTRACTOR'S RIGHTS

20.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

20.2 Authority to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest

therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 20.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Project Works and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

20.3 Revocation of Suspension

20.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

20.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

20.4 Termination

20.4.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Contractor Default.

ARTICLE 21 TERMINATION

21.1 Termination for Contractor Default

21.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the “Contractor Default”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with this Agreement, the Contractor fails to cure, within a Cure Period of

- 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-I, subject to any Time Extension, and continues to be in default for 45 (forty-five) days;
 - (d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Works without the prior written consent of the Authority;
 - (e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current program and such stoppage has not been authorized by the Authority's Representative;
 - (f) the Project Completion Date does not occur within the period specified in Schedule-I for the Scheduled Completion Date, or any extension thereof;
 - (g) failure to complete the Punch List items within the periods stipulated therefor in Clause 11.2.1;
 - (h) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Representative;
 - (i) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;
 - (j) the Contractor creates any Encumbrance in breach of this Agreement;
 - (k) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
 - (l) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
 - (m) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
 - (n) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and

undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

- i. the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- (o) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (p) the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (q) the Contractor has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement; or
- (r) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.
- (s) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- i. for doing or forbearing to do any action in relation to the Contract, or
 - ii. for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or

if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (s). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination

21.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice informing the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

21.1.3 After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

21.2 Termination for Authority Default

21.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the “Authority Default”). The defaults referred to herein shall include:

- (a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;
- (b) the Authority has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (d) the Authority’s Representative fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

21.2.2 Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Authority Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

If on the consideration of the Authority’s representation or otherwise, the contractor does not issue the Termination Notice on such 15th day and prefers to continue with the project, it is deemed that the cause of action of the Termination Notice has been condoned by the Contractor. Hence, he forfeits his right to any other remedy on that count.

21.3 Requirements after Termination

Upon Termination of this Agreement in accordance with the terms of this Article 21, the Contractor shall comply with and conform to the following:

- (a) deliver to the Authority all Plant and Materials which shall have become the property of the Authority under this Article 21;
- (b) deliver all relevant records, reports, Intellectual Property and other licenses pertaining to the Works, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the “as built’ Drawings for the Works;

- (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
- (d) vacate the Site within 15 (fifteen) days.

21.4 Valuation of Unpaid Works

21.4.1 Within a period of 45 (forty-five) days after Termination under Clause 21.1, 21.2 or 21.3, as the case may be, has taken effect, the Authority's Representative shall proceed in accordance with Clause 17.5 to determine as follows the valuation of unpaid Works (the "**Valuation of Unpaid Works**"):

- (a) value of the completed stage of the Works, less payments already made;
- (b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and
- (c) value of Maintenance, if any, for completed months, less payments already made,

and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

21.4.2 The Valuation of Unpaid Works shall be communicated to the Authority, with a copy to the Contractor, within a period of 30 (thirty) days from the date of Termination.

21.5 Termination Payment

21.5.1 Upon Termination on account of Contractor's Default under Clause 21.1, the Authority shall:

- (a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount stipulated in Clause 7.1.1, as agreed pre-determined compensation to the Authority for any losses, delays and cost of completing the Works and Maintenance, if any;
- (b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon; and

21.5.2 Upon Termination on account of an Authority Default under Clause 21.2 or for Authority's convenience under Clause 21.3, the Authority shall:

- (a) return the Performance Security and Retention Money forthwith;
- (b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment; and

-
- (c) pay to the Contractor, by way of Termination Payment, an amount equal to:
- i. Valuation of Unpaid Works;
 - ii. the reasonable cost, as determined by the Authority's Representative, of the Plant and Materials procured by the Contractor and transferred to the Authority for its use, only if such Plant and Materials are in conformity with the Specifications and Standards;
 - iii. the reasonable cost of temporary works, as determined by the Authority's Representative; and

and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.

21.5.3 Termination Payment shall become due and payable to the Contractor within 30 (thirty) days of a demand being made by the Contractor to the Authority with the necessary particulars.

21.5.4 The Contractor expressly agrees that Termination Payment under this Article 21 shall constitute a full and final settlement of all claims of the Contractor on account of Termination of this Agreement and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

21.6 Other Rights and Obligations of the Parties

Upon Termination for any reason whatsoever

- (a) property and ownership in all Materials, Plant and Works and the Project Works shall, as between the Contractor and the Authority, vest in the Authority in whole; provided that the foregoing shall be without prejudice to Clause 21.6
- (b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Authority; and
- (c) the Authority shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project.

21.7 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 22 ASSIGNMENT AND CHARGES

22.1 Restrictions on assignment and charges

This Agreement shall not be assigned by the Contractor to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

ARTICLE 23 LIABILITY AND INDEMNITY

23.1 General indemnity

23.1.1 The Contractor will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

23.2 Indemnity by the Contractor

23.1.2 Without limiting the generality of Clause 23.1, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

23.1.3 Without limiting the generality of the provisions of this Article 23, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Works, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

23.3 Notice and contest of claims

23.3.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 23 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

23.4 Defense of claims

23.3.2 The Indemnified Party shall have the right, but not the obligation, to contest, defend and

litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 23, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense.

The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

23.3.3 If the Indemnifying Party has exercised its rights under Clause 23.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

23.3.4 If the Indemnifying Party exercises its rights under Clause 23.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 23.4.3 shall be applicable,

the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

23.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 23, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

23.6 Survival on Termination

The provisions of this Article 23 shall survive Termination.

ARTICLE 24 DISPUTE RESOLUTION

24.1 Dispute Resolution

24.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 24.2.

24.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

24.2 Conciliation

24.2.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of this Agreement, the Contractor shall give notice to the Authority's Representative, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Authority shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Authority's Representative. Without admitting the Authority's liability, the Authority's Representative may, after receiving any notice under this Clause, monitor the record-keeping and/or Instruct the Contractor to keep further contemporary records. The Contractor shall permit the Authority's Representative to inspect all these records, and shall (if instructed) submit copies to the Authority's Representative. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Authority's Representative, the Contractor shall send to the Authority's Representative a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Authority's Representative may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Authority's Representative. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Authority's Representative and approved by the Contractor, the Authority's Representative shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the

above defined time period. Within the above defined period of 42 days, the Authority's Representative shall to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry), and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract. Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate. If the Authority's Representative does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Authority's Representative and any of the Parties may refer to the Dispute Board in accordance with Clause 24.2.2. The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded for reasons under this Clause.

24.2.2 Appointment of the Dispute Resolution Board

Disputes shall be referred to a DB for decision in accordance with this Clause. The Parties shall appoint a DB within 3 months of signing of Agreement. The DB shall comprise of three suitably qualified persons (—the members), each of whom shall be professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. The DB is to comprise of three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman. The terms of the remuneration of each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties. Each Party shall be responsible for paying one-half of this remuneration. If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party. If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Clause. The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Authority or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the Performance Certificate is issued by the Authority.

24.2.3 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Authority's

Representative, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Authority's Representative. Such reference shall state that it is given under this Clause. The DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB. Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s). Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract. If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party. In either event, this Notice of Dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Clause. If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

24.3 Arbitration

24.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 24.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 24.3.2. Such arbitration shall be held in accordance with the Arbitration & Conciliation Act, 1996 of India. The venue of such arbitration shall be at Rayapudi as decided by Managing Director SAC. The language of arbitration proceedings shall be English.

24.3.2 Disputes shall be settled by arbitration in accordance with the following provisions:

- (a) Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by an arbitration tribunal composed of three (3) arbitrators, in accordance with the following provisions:
 - i. the Authority and the Contractor shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration tribunal. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
 - ii. If, in a dispute subject to paragraph (a) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party

- has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi to appoint an arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the arbitrator of the other party for that dispute.
- (b) Rules of Procedure. Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India and its amendments.
- (c) Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
- (d) Nationality and Qualifications of Arbitrators. The arbitrators appointed pursuant to paragraphs 1(a) through 1(b) above shall be a legal or technical expert with extensive experience in relation to the matter in dispute.
- (e) Miscellaneous. In any arbitration proceeding hereunder:
- i. proceedings shall be held in at Rayapudi.
 - ii. the English language shall be the official language for all purposes; and
 - iii. the decision of the majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
 - iv. The expenses incurred by each party in connection with the dispute preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself. Fees and expenses for the Presiding Arbitrator including the cost of proceedings shall be shared equally by both the parties.
 - v. Court JURISDICTION: Rayapudi.

24.4 Modes of Settlement of claims/disputes & place of exclusive jurisdiction:

- 24.4.1 If any claim, dispute or disagreement of any kind whatsoever arises between the contractor and the employer, in connection with or arising out of or touching upon this Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination, or execution, whether before or after the termination, abandonment or breach of this Contract (“Dispute”), the Parties will seek to resolve the Dispute by mutual consultation, within 30 (thirty) days from the occurrence of such dispute.
- 24.4.2 If the Parties fail to resolve the Dispute by mutual consultation within 30 (thirty) days after notice of the Dispute by one Party to the other Party, then, the provisions of clauses will apply:
- 24.4.3 If any Dispute is not resolved by the Parties pursuant to Clause-I within 30(thirty)days of the notice of the Dispute, then either Party may provide notice to the other Party, of its intention to commence arbitration, as hereinafter provided, as to the matter in

Dispute, and no arbitration in respect of the said Dispute will be commenced unless such notice is provided.

- 24.4.4 There shall be an in-house arbitration for settlement of several small claims and the Chief Engineer/Chief General Manager of the State Government of A.P concerned with Projects, Operation & Maintenance as the case be who is other than the TIA shall be the Arbitrator to whom the dispute as referred by either party to the dispute as referred in clause-2 and only up to the limit of Rs.10,00,000/- as sole Arbitrator as it is a welcome feature to save time, money and manpower of both parties by providing the limit up to Rs.10,00,000/-.
- 24.4.5 No doubt, the Government of Andhra Pradesh (while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated 30-01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10.00 Crore, from the cost of the work & service components in the present prevailing price from the estimates as per SOR are also increased many more times when compared to past 18-20 years.
- 24.4.6 From the above, it is directed that where the claim is below Rs.10.00 lakhs to settle by in house arbitration supra as per the Indian Arbitration Act,1996 amended from time to time and where the claim is above Rs.10.00 lakhs, it is up to Rs.10.00 Crores the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADAR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10.00 Crores till State Government issue modified proceedings by virtue of the above directions).
- 24.4.7 Further, where the claim value in dispute is above Rs.10.00 Crores, since the works contracts coming for judicial preview are all above Rs.100 crores value, it is only to invoke the jurisdiction of civil courts of respective places within the State of Andhra Pradesh by excluding jurisdiction outside the State of Andhra Pradesh.
- 24.4.8 So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at Respective Places by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.
- 24.4.9 The language shall be in English with any translation to English from documents in local language with due certification.
- 24.4.10 The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator(external) shall be borne equally by both parties subject to final decision on Arbitration Act, in addition to the remuneration payable to the ICADR. costs by sole external Arbitrator. The fee is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.
- 24.4.11 The arbitrator shall give a reasoned award & same is governed by the provisions of

Arbitration Act-1996 amended from time to time for either finality or execution or enforcement as the case may be.

ARTICLE 25 MISCELLANEOUS

25.1 Governing law and jurisdiction

25.1.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Rayapudi shall have exclusive jurisdiction over

matters arising out of or relating to this Agreement.

25.2 Waiver of Immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

25.3 Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein,

25.4 Waiver

25.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

25.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

25.5 Liability for Review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or the Authority's Representative of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Project Works nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and

liabilities under this Agreement, the Applicable Laws and Applicable Permits;
and

- (b) the Authority shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

25.6 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties

25.7 Survival

25.7.1 Termination shall:

- (a) not relieve the Contractor or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

25.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

25.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the IFB as the case may be, shall be deemed to form part of this Agreement and treated assuch.

25.9 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

25.10 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

25.11 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25.12 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Rayapudi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the person as the Contractor may from time to time designate by notice to the Authority; [***]
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in Rayapudi, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

25.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this

Agreement shall be in writing and in English language.

25.15 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

25.16 Confidentiality

The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Authority.

25.17 Copyright and Intellectual Property Rights

25.17.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Agreement) to give to the Authority a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor:

25.17.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this Clause 25.17.

25.17.3 As between the Parties, the Authority shall retain the copyright and other intellectual property rights in this Agreement and other documents made by (or on behalf of) the Authority. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without the Authority's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract.

25.18 Limitation of Liability

25.18.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement, save and except as provided under Articles 21 and 23.

25.18.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, save and except as provided in Articles 21 and 23, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

SCHEDULES

Contents

Schedule-A	Site of the Project.....
Schedule-B	Development of the Project
Schedule-C	Specifications and Standards.....
Schedule D	Maintenance Requirements.....
Schedule-E	Applicable Permits.....
Schedule-F	Form of Bank Guarantee.....
Schedule-G	Contract Price Weightages.....
Schedule-H	Drawings.....
Schedule-I	Project Completion Schedule.....
Schedule-J	Tests on Completion.....
Schedule-K	Provisional/ Completion Certificate.....
Schedule-L	Payment reduction for non-compliance.....
Schedule-M	Insurance.....
Schedule-N	CAD Requirements.....
Schedule-O	Guideline for Health, Safety, and Environment Plan.....
Schedule-P	Project Management Requirements.....
Schedule-Q	Quality Assurance.....
Schedule-R	Reports.....

SCHEDULE A SITE OF THE PROJECT

A.1 The Site of the Project

Abstract for STPs Tender – Package I

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

SE Circles	S. No.	District Name	UL B S. NO	Name of the ULB	Total No. of Projects	Location Name	STP Capacity (MLD)	Land available / required (in Ac.)
Visakhapatnam Circle	1	Srikakulam	1	Amadalavalasa	STP 01	Krishnapuram	2.100	0.42
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 02	Peddacheruvu	1.200	0.24
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 03	Mettakivalasa	1.000	0.20
Visakhapatnam Circle		Srikakulam		Amadalavalasa	STP 04	PataAmadalavalasa	1.000	0.20
Visakhapatnam Circle		Srikakulam	2	Ichapuram	STP 01	GIC Colony backside	4.100	0.82
Visakhapatnam Circle		Srikakulam	3	Palasa Kasibugga	STP 01	Near Jaggandhasagaram	10.068	2.01
Visakhapatnam Circle	2	Parvathipuram Manyam	4	Palakonda	STP 01	Vadama(Ward-8)	5.000	1.00
Visakhapatnam Circle		Parvathipuram Manyam	5	Parvathipuram	STP 01	S.No. 436 parvathipuram revenue village ward 13	7.400	1.48
Visakhapatnam Circle		Parvathipuram Manyam	6	Salur	STP 01	Ward No-03	7.500	1.50
Visakhapatnam Circle	3	Vizianagar	7	Rajam	STP 01	Vasavi nagar	4.600	0.92
Visakhapatnam Circle		Vizianagar		Rajam	STP 02	Santha market area	1.500	0.30
Visakhapatnam Circle		Vizianagar		Rajam	STP 03	Menthipeta cheruvu	1.500	0.30
Visakhapatnam Circle		Vizianagar	8	Bobbili	STP 02	Balajinagar near medarabanda	2.500	0.50
Visakhapatnam Circle		Vizianagar		Bobbili	STP 03	Naiducolony near Cheruvu	2.500	0.50
Visakhapatnam Circle		Vizianagar	9	Nellimarla	STP 01	Batrajula Veedhi near Viswambara Vidyapeet School	4.000	0.80
Visakhapatnam Circle	4	Anakapalli	10	Narsipatnam	STP 01	Near Adiviraju babu temple, Kotauratla road, Pedaboddepalli	4.800	0.96
Visakhapatnam Circle		Anakapalli		Narsipatnam	STP 02	Sivapuram	4.500	0.90
Visakhapatnam Circle		Anakapalli	11	Yellamanchali	STP 01	Near Penjeruvu	4.000	0.80

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

Rajahmundry Circle	5	Kakinada	12	Tuni	STP 01	Veeravaram	8.700	1.74
Rajahmundry Circle		Kakinada	13	Samalkot	STP 01	Iydu thumulu area	8.600	1.72
Rajahmundry Circle		Kakinada	14	Pithapuram	STP 01	Drivers colony	4.200	0.84
Rajahmundry Circle		Kakinada		Pithapuram	STP 02	Masjid Manyam	3.000	0.60
Rajahmundry Circle		Kakinada	15	Peddapuram	STP 01	Pasila vari veedhi	7.300	1.46
Rajahmundry Circle		Kakinada	16	Gollaprollu	STP 01	Near Raju Cheruvu	3.900	0.78
Rajahmundry Circle		Kakinada	17	Yeleswaram	STP 01	Mandhulu colony , Burial Ground	4.700	0.94
Rajahmundry Circle	6	East Godavari	18	Nidadavole	STP 01	Malakodu	5.800	1.16
Rajahmundry Circle		East Godavari	19	Kovvur	STP 01	Nandamuru Road	4.000	0.80
Rajahmundry Circle		East Godavari		Kovvur	STP 02	Backside of TIDCO	2.000	0.40
Rajahmundry Circle	7	B.R Ambedkar Konaseema	20	Amalapuram	STP 01	Indhupalli	7.400	1.48
Rajahmundry Circle		B.R Ambedkar Konaseema	21	Ramachandrapuram	STP 01		6.700	1.34
Rajahmundry Circle		B.R Ambedkar Konaseema	22	Mandapeta	STP 01	Pedha kaluva gattu near Sri Laxmi nagar Layout	4.700	0.94
Rajahmundry Circle		B.R Ambedkar Konaseema		Mandapeta	STP 02	Gollapuntha Road near Goddu Kaluva	4.000	0.80
Rajahmundry Circle		B.R Ambedkar Konaseema	23	Mumidivaram	STP 01	Chintala Meraka Near Dump yard	4.100	0.82
Rajahmundry Circle	8	West Godavari	24	Palacole	STP 01	Peddagaruvu	8.100	1.62
Rajahmundry Circle		West Godavari	25	Narsapur	STP 01	Rustumbada	4.600	0.92
Rajahmundry Circle		West Godavari		Narsapur	STP 02	Rustumbada	3.900	0.78
Rajahmundry Circle		West Godavari	26	Tanuku	STP 01	Venkatrayapuram	10.700	2.14
Rajahmundry Circle	9	Eluru	27	Jangareddy Gudem	STP 01	Ramaiah Cheruvu	5.00	1.00
Rajahmundry Circle		Eluru		Jangareddy Gudem	STP 02	Kesara Cheruvu	4.50	0.90

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

Rajahmundry Circle		Eluru	28	Nuzivid	STP 01	Near Pedda Cheruvu	5.200	1.04
Rajahmundry Circle		Eluru		Nuzivid	STP 02	Near Moghal Cheruvu	4.600	0.92
Rajahmundry Circle	10	Krishna	29	Pedana	STP 01	Opp.Primary Health Center	2.400	0.48
Rajahmundry Circle		Krishna		Pedana	STP 02	Backside of Honda show room	1.600	0.32
Rajahmundry Circle		Krishna	30	Vuyyuru	STP 01	Hanuman nagar	4.000	0.80
Rajahmundry Circle		Krishna		Vuyyuru	STP 02	SC Colony	3.000	0.60
Guntur Circle	11	NTR District	31	Tiruvuru	STP 01	Rajupeta, OppMallamma cheruvu	5.000	1.00
Guntur Circle		NTR District		Tiruvuru	STP 02	Patha Tiruvuru ,Near Deva samudram	2.800	0.56
Guntur Circle		NTR District	32	Jaggiahpetta	STP 01	Sivalayam nagar	5.4	1.08
Guntur Circle		NTR District		Jaggiahpetta	STP 02		5	1.00
Guntur Circle		NTR District	33	Nandigama	STP 01	Kummari street ending	3.091	0.62
Guntur Circle		NTR District		Nandigama	STP 02	Raghavapuram Donka road ending	2.770	0.55
Guntur Circle		NTR District		Nandigama	STP 03	Kondalammapuntha	1.850	0.37
Guntur Circle	12	Palnadu	34	Macherla	STP 01	Lingapuram colony	9.900	1.98
Guntur Circle		Palnadu	35	Sattenapalli	STP 01	Near Railway gate	9.470	1.89
Guntur Circle	14	Baptla	36	Repalle	STP 01	Isukapalli,Bethapudi	5.600	1.12
Guntur Circle		Baptla		Repalle	STP 02	Bethapudi road	2.400	0.48
Guntur Circle		Baptla	37	Bapatla	STP 02	Maruproluvari Palem	5.000	1.00
Guntur Circle		Baptla		Bapatla	STP 03	Mulapalem	2.180	0.44
Guntur Circle		Baptla	38	Chirala	STP 01	Devangapuri	7.120	1.42
Guntur Circle	15	Guntur	39	Ponnur	STP 01	Weavers colony	7.800	1.56
Total (A)			39	ULBs	60 Plants		281.35	56.270

SCHEDULE B Development of the Project

B.1 General

The Scope of the Project is as described in Volume 1, Part 1 Scope and Deliverables of the Notice Inviting Tender.

B.2 Surveys and Topographical Survey

The Contractor is required to reconfirm the topographical surveys done by SAC. SAC does not warrant either the sufficiency or accuracy of site data provided in the Bid Documents or elsewhere. Any Site data in SAC possession that is not included in the Bid Documents will be made available for inspection at the Employer's addresses provided in Conditions of Contract.

B.3 Field Laboratories

The Contractor will be required to establish a field laboratory as approved by Engineer in Charge, suitably equipped to carry out tests as stipulated in the QA/QC Manual, including all specialized equipment which will be required for testing the material and equipment being supplied under the Contract. Suitable trained laboratory staff must be posted with full facility of computerized record keeping. The minimum equipment to be provided in the laboratory shall be as listed below in the Table 1. Additional equipment as may be deemed necessary may be added to the same in due course on requirement of the Employer/Contractor. The Contractor shall provide a laboratory as approved by the Engineer In Charge for the testing of materials.

In addition to the equipment in the laboratory, the Contractor will also provide field testing equipment as directed by the Engineer in charge on sites where work is in progress. The contractor shall put a concrete batching plant of required capacity within the site area for efficient working.

The laboratory shall have the following facilities required for sampling and testing materials and concrete in the field. All such facilities shall be provided by the Contractor at no extra cost to the Employer. The following equipment with operators shall be made available at work place as directed by Engineer in Charge All must be in serviceable condition)

Table 1: List of Equipment to be provided for Laboratory by the Contractor

1.	Concrete cube testing machine suitable for 15 cm cubes of 100 tones capacity with proving calibration ring	1 No.
2.	Cast Iron Cube molds 15 cm size	50 Nos.
3.	Slump cone complete with tamping rod	5 sets
4.	Laboratory balance to weigh up to 5 Kg. (Sensitivity of 10 gms.)	1 No.
5.	I S. Sieves for coarse and fine aggregates	1 Set
6.	Set of measures from 5 liters to 0.1 liter	1 Set
7.	Electric oven with thermostat up to 120°C	1 No.
8.	Flakiness gauge	1 No.
9.	Schmidt Hammer	2 Nos.
10.	Elongation index gauge	1 No.

11.	Sedimentation pipette	1 No.
12.	Pycnometer	1 No.
13.	Calibrated glass jar (1-liter capacity)	2 Nos.
14.	Glass flasks and metal containers	As required
15.	Chem. reagents like Sodium hydroxide, Tannic acid, Litmus papers, etc.	As required
16.	Laboratory balance of 2 Kg capacity (Sensitivity of 1 gm)	1 No.
17.	Total Station for Topographic survey	1 nos.
18.	Staff and associates equipment's for total station	4 nos.
19.	SS Std. Measuring Tap	15 nos.

The Contractor can make arrangement to have the cubes tested in an accredited and approved laboratory in lieu of a testing machine at site at his expense, with the prior consent of the Engineer in Charge.

The outside laboratory shall also be used for routine testing of Cement, Reinforcement Steel, Coarse and Fine aggregate, and other items.

B.4 Temporary Works

Not less than 14 days before commencing any portion of the Works, the Contractor shall submit to the Engineer in Charge for his approval comprehensive drawings and calculations for all Temporary Works which the Contractor proposes for the construction of that part of the Works.

Notwithstanding approval by the Engineer in Charge of any design for the Temporary Works, the Contractor shall be entirely responsible for their safety, efficiency, security, and maintenance and for all obligations and risks regarding such Temporary Works specified or implied in the Contract.

B.5 Workability and Maintenance

Facilities and equipment shall be arranged and spaced sufficiently to enable satisfactory operation and maintenance of the Plant. Access around all equipment shall be provided, in accordance with Good Industrial Practices, to allow effective inspection, maintenance, and removal of equipment.

SCHEDULE C SPECIFICATIONS, STANDARDS AND SCADA

C.1 Specifications and Standards

All relevant Technical Specifications, Standards, make, Material of Construction etc. are given in Volume II Part I & II Technical Specifications

C.2 Applicable Codes & Standards

The manufacturing, testing, supplying, jointing and testing at work sites of pipes shall comply with all currently applicable statutes, regulations, standards and codes. In particular, the following standards, unless otherwise specified herein, shall be referred. In all cases, the latest revision of the Codes shall be referred to. If requirements of this Specification conflict with the requirements of the Codes and standards, this Specification shall govern. However, other codes as approved by Employers Engineer but not specifically mentioned below pertaining to the use of RCC, DI, HDPE Pipes shall form part of these specifications

Table1: Applicable Codes

IS Code	Description
IS: 458	Specification for Concrete Pipes (with and without Reinforcement).
IS: 3597	Method of Tests for Concrete Pipes.
IS:432 Part I & II	Specification for mild steel and medium (tensile steel bars and hard drawn steel) wires for concrete reinforcement.
IS: 456	Code of Practice for Plain and Reinforced Concrete.
IS: 783	Code of Practice for Laying of Concrete Pipes.
IS: 516	Method for test for strength of concrete.
IS: 8329	Centrifugally cast (spun) Ductile Iron Pressure pipes for water, gas and sewage.
IS: 9523	Ductile iron fittings for pressure pipes for water, gas and sewage.
IS: 12288	Code of practice for use and laying of ductile iron pipes.
IS: 5382	Specification for Rubber Sealing Rings for Gas Mains, Water Mains & Sewers.
IS:16098 Part 2,	Structured wall plastics pipes for non-pressure drainage and Sewerage specifications
IS:7634 Part 2	Code of practice for Laying and Jointing of High Density Polyethylene pipes (HDPE) piping system.
IS: 2530	Method of test for polyethylene moulding materials and polyethylene Compounds.
IS: 7328	High Density Polyethylene material for moulding and extrusion.

Applicable Codes for DWC HDPE Pipes

Code No.	Title/Specification
IS 4905-1968	Methods for random sampling
IS 5382:1985	Specification for rubber sealing rings for gas mains, water mains and sewers (first revision). Type-I & Type-VI
IS 12235	Methods of test for thermoplastics pipes & fittings.
(Part 1): 1986	Method of measurement of outside diameter.
(Part 5):1986	Reversion test

(Part 8):1986	Internal hydrostatic pressure test
IS 16098 Part- 2	Structured wall plastics pipes for non-pressure drainage and Sewerage specifications

C.3 SCADA

3.1 SCADA SYSTEM SPECIFICATIONS

The EPC contractor has to employ the specialist SCADA system integrator with similar types of installations.

3.2 SYSTEM DESCRIPTION

(a) This system includes the requirements for furnishing and installing a complete and operational SCADA for the STP. The Contractor to use the system architecture as the basis for designing the SCADA required for the STP. The SCADA network to include all the hardware and software required to make system work as detailed in this specification. All the I/O's, RTU's, all as mentioned in the Control System architecture is to be integrated with all the required Hardware/Software. It is the SCADA manufacturer/supplier's responsibility as a whole to provide the complete system including the Ethernet Fiber optic communication network supplied, installed, tested & commissioned all as required and to the complete satisfaction of the Employer. The Cabling requirement in the Control room shall be designed by the Manufacturer of the SCADA.

The operator will control and monitor all plant equipment via Windows based Operator Stations located in the control room located within the premises of STP. Be noted construction of this control room is in scope of the contractor under the current contract. The size shall be suitable to fit equipments and sufficient spacing for working as described in this section and duly approved by Employer. All the work station and other communications equipment will be located in an air-conditioned equipment room.

The total SCADA system with RTU's shall be procured by a single manufacturer.

(b) The operator station shall be a Server / Client architecture for each unit with total redundancy. The quantities and arrangement shall be as per the manufacturers design. There shall be minimum three Operator work stations and minimum one Engineering Work station. These stations shall have monitors of minimum 21-inch size, high resolution color graphic type. The operator stations shall be operating on Windows platform field proven with Manufacturer's SCADA. The workstation, Engineering work stations, other associated servers and all other hardware as mentioned in the system architecture to be installed in STP administrative office room constructed under the current contract.

The SCADA must be infinitely expandable. The system software shall not limit the system expandability. The only limit on the number of I/O that can be supported by the system shall be the physical quantity of hardware supplied. The consoles for the Work stations shall have space provisions for adding future systems. There shall be minimum 30% spare I/O capacity in the Hardware and software of the system supplied. 20% of the capacity shall be in the form of I/O Modules with cable connectors up to modules & terminations done upto terminal strip. 10% of the capacity shall be in the form of empty space in the rack slots for modules but cable connectors left upto module space & completely wired up to terminal strip. This consideration has to be taken care in processor

designing also.

Termination units or terminal strips shall be provided for the termination of field wiring within each field enclosure of the plant department. Termination of field wiring directly to I/O edge card termination of I/O module is not acceptable. The field wirings can be connected / disconnected without disturbing or removing the respective I/O module.

- (c) All the I/O modules shall be of plug & play type and shall be recognized by the controller automatically once they are plugged in to the system. All I/O module related configuration shall be done through software and no hard selection like dip switches / jumpers / POT are allowed. The addition of I/O in the network / configuration of I/O shall be carried out while the processor is in online. I/O modules shall have flash memory for firmware upgrades through network. Replacement of a same type of I/O module but with a different revision level shall not require a reconfiguration of the system. The response of individual channel of I/O shall be configurable independently for its state / behavior during a fault.
- (d) The Work station at the SCADA control room located within STP premises shall display parameters like flow, Pressure, Level, Valve open/close etc. and initiate alarm as and when such event occurs.
- (e) All the marshaling cabinets for the I/O wiring as required in the System architecture shall be provided by the SCADA manufacturer.
- (f) All Hardware, Software (including Operating System, SCADA, networking, applications, Web view functionality, etc.) supplied shall be new, state of the art and current at the time of installation with latest versions and revisions in firmware and software.
- (g) It will be contractors' responsibility to provide all parameters over type of interfaces to be decided by Engineer in charge. All the required interfaces (including interface arrangements to be decided such as enterprise bus) will be fully configured by contractor in its scope of work on both sending and receiving ends for all or part of the parameters as per the requirements to be laid by Engineer in Charge for integrating.
- (h) All the field devices should be SMART and to be supplied with internal switching and protection devices as per Indian and other International standards as applicable.
- (i) All the costs with respect to the hardware, software, interfacing, Ethernet Fiber optic networking shall be included in the Contractor's scope.

SCHEDULE D MAINTENANCE REQUIREMENTS

D.1 Maintenance Requirements

- 1.1 The Contractor shall maintain the Project Works for a Trail run period of 90 days.
- 1.2 The Contractor shall repair or rectify any Defect or deficiency set forth within the time limit specified therein and any failure in this behalf shall constitute non- fulfilment of the obligations by the Contractor.
- 1.3 All relevant Materials, Works and Construction operations shall confirm to CPHEEO Manual of sewerage and sewage Treatment system, 2013, MoHUA, GOI and Good Industry Practice to the satisfaction of Engineer in Charge for Permeate water supply rising mains including valves, specials, flow meters etc.
- 1.4 All relevant Materials, Works and Construction operations shall confirm to CPHEEO Manual on Sewerage and Sewage treatment systems 2013.

D.2 Repair/Rectification of Defects and Deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified within the time limit set forth therein.

D.3 Other Defects and Deficiencies

In respect of any Defect or deficiency not specified in Appendix E-I of this Schedule- E, the Employer's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Standards and Specifications, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Engineer in Charge.

Appendix D-I REPAIR/RECTIFICATION OF DEFECTS AND DEFICIENCIES

The Contractor shall repair and rectify the Defects and deficiencies specified in this Appendix D-I of Schedule-D within the time limit set forth in the table below.

Table 1

Sr.	Activity	Target period for completion from commencement date/ Benchmark	Amount of penalty to be recovered in case of delayed output
1	Service Delivery during Defect Liability Period		
A	Pumps and Machinery		
a1	Failure of pumps and machinery at STPs – Standby available	Rectification within 7 days	No penalty
		Rectification within 8-10 days hours	Rs 1,000 / incident / day / component
		Rectification beyond 10 days	Rs 2,000 / incident / day / component
a2	Failure of pumps and machinery at STP's (Standby not available)	Rectification within 12 hours	No penalty
		Rectification beyond 12-24 hours	Rs 500 / incident / component / hour
		Rectification beyond 24 hours (1 day) upto 2 days	Rs 1,000 / incident / hour / component
		Non-Rectification beyond 2 days, the department will take over the process of rectification and double the expenditure, including penalty as above or Rs. 30,000 whichever is more incurred will be recovered from the contractor	
B	Sewage Conveyance Mains		
b1	Leakage in the Sewage Conveyance Mains – Minor Leakage	Rectification within 12 hours	No penalty
		Rectification from 12 to 24 hours	Rs 1000 per incident
		Rectification beyond 24 hours (1 day)	Rs 24,000 per day (beyond initial 24hours i.e., 1 day)

b2	Bursts / Breakage in the Sewage Conveyance Mains - Major Leakage	Complete stoppage of flow in conveyance main within 1 hour	No penalty
Sr.	Activity	Target period for completion from contract commencement date/ Benchmark	Amount of penalty to be recovered in case of delayed output
		Failure of stoppage of flow within 1 hour	Rs 1,000 per incident / hour delay
		Rectification within 12 hours	No penalty
		Rectification from 12 to 24 hours	Rs 1,000 per incident
		Rectification beyond 24 hours (1 day) upto 2 days	Rs 24,000 per incident/ day
		Non-Rectification beyond 2 days, the department will take over the process of rectification and double the expenditure, including penalty as above or Rs. 50,000 whichever is more incurred will be recovered from the contractor	
C	STP		
c1	<p>Failure to maintain Treated Sewage Characteristics within the prescribed limits given below, based on the daily sample tests done at the In- house Laboratory by the Qualified Chemist or PCB or any accredited third party for verification.</p> <p>i) pH - 6.5 - 8.5 ii) BOD< 10 mg/ltr iii) COD< 50 mg/ltr iv) TSS< 20 mg/ltr v) TN < 10 mg/ltr vi) TP < 1 mg/ltr vii) FC < 100 MPN / 100 ml. <i>(As per NGT 2019 norms)</i></p> <p>(These parameters are measured based on daily average composite sample) (The values mentioned here are the requirement for the effluent water of STP)</p>	<p>Up to 2 occurrences/Month</p> <p>>2 occurrences/Month</p>	<p>No penalty</p> <p>_____</p>
c2	Failure of Chlorination of Treated	Up to 2 hours	No penalty

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

	Sewage before discharge	Beyond 2 hours upto	Rs.500/-per
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Sr.	Activity	Target period for completion from contract commencement date/ Benchmark	Amount of penalty to be recovered in case of delayed output
		12 hours	Occurrence
		Beyond 12 hours upto 24 hours	Rs.1,000/-per Occurrence
		Beyond 24 hours	Rs.2,000/-per Occurrence / day
D	SCADA, Safety and Campus		
d1	SCADA related instrumentation	Within 12 hours from the occurrence	No penalty
		Rectification from 12 to 24 hours	Rs 5,000 / incident
		Rectification from 24 hours (1 day) upto 3 days	Rs 10,000 / incident / day
		Non-Rectification beyond 3 days the department will take over the process of rectification and the double the expenditure or Rs. 50,000 whichever is more incurred will be recovered from the Contractor	

SCHEDULE E APPLICABLE PERMITS

E.1 Applicable Permits

- 1.1 The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:
- Permission of the State Government for extraction of boulders from quarry;
 - Permission of Pollution Control Board for installation of crushers;
 - License for use of explosives;
 - Permission of the State Government for Drawing water from river/reservoir;
 - License from inspector of factories or other competent Employer for setting up batching plant;
 - Clearance of Pollution Control Board for setting up batching plant;
 - Clearance of Pollution Control Board for setting up asphalt plant;
 - Permission of State Government for borrow earth; and
 - Any other permits, clearances or approvals required under Applicable Laws.
- 1.2 Applicable permits, as required, relating to environmental protection and conservation shall have been procured by the Employer in accordance with the provisions of this Agreement.

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

SCHEDULE F FORM OF BANK GUARANTEE

ALL FORMATS ARE AS ENCLOSED TENDER DOCUMENT

SCHEDULE G CONTRACT PRICE WEIGHTAGES

G.1 Payment Schedule

(Percentage breakup of Components with respect to IBM Value)

PART –A : Capital Works			
S.No	Description	MLD	Percentage %
I	Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender - 1 st Call		
1	Amadalavalasa-STP 01 of 2.1 MLD Capacity- (1 Nos.)	2.100	0.7
2	Amadalavalasa-STP 02 of 1.2 MLD Capacity- (1 Nos.)	1.200	0.4
3	Amadalavalasa-STP 03 of 1 MLD Capacity- (1 Nos.)	1.000	0.4
4	Amadalavalasa-STP 04 of 1 MLD Capacity- (1 Nos.)	1.000	0.4
5	Ichapuram-STP 01 of 4.1 MLD Capacity- (1 Nos.)	4.100	1.5
6	Palasa Kasibugga-STP 01 of 10.068 MLD Capacity- (1 Nos.)	10.068	3.6
7	Palakonda-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
8	Parvathipuram-STP 01 of 7.4 MLD Capacity- (1 Nos.)	7.400	2.6
9	Salur-STP 01 of 7.5 MLD Capacity- (1 Nos.)	7.500	2.7
10	Rajam-STP 01 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
11	Rajam-STP 02 of 1.5 MLD Capacity- (1 Nos.)	1.500	0.5
12	Rajam-STP 03 of 1.5 MLD Capacity- (1 Nos.)	1.500	0.5
13	Bobbili-STP 02 of 2.5 MLD Capacity- (1 Nos.)	2.500	0.9
14	Bobbili-STP 03 of 2.5 MLD Capacity- (1 Nos.)	2.500	0.9
15	Nellimarla-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
16	Narsipatnam-STP 01 of 4.8 MLD Capacity- (1 Nos.)	4.800	1.7
17	Narsipatnam-STP 02 of 4.5 MLD Capacity- (1 Nos.)	4.500	1.6
18	Yellamanchali-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
19	Tuni-STP 01 of 8.7 MLD Capacity- (1 Nos.)	8.700	3.1
20	Samalkot-STP 01 of 8.6 MLD Capacity- (1 Nos.)	8.600	3.1
21	Pithapuram-STP 01 of 4.2 MLD Capacity- (1 Nos.)	4.200	1.5
22	Pithapuram-STP 02 of 3 MLD Capacity- (1 Nos.)	3.000	1.1
23	Peddapuram-STP 01 of 7.3 MLD Capacity- (1 Nos.)	7.300	2.6
24	Gollaprolu-STP 01 of 3.9 MLD Capacity- (1 Nos.)	3.900	1.4
25	Yeleswaram-STP 01 of 4.7 MLD Capacity- (1 Nos.)	4.700	1.7
26	Nidadavole-STP 01 of 5.8 MLD Capacity- (1 Nos.)	5.800	2.1
27	Kovvur-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
28	Kovvur-STP 02 of 2 MLD Capacity- (1 Nos.)	2.000	0.7
29	Amalapuram-STP 01 of 7.4 MLD Capacity- (1 Nos.)	7.400	2.6
30	Ramachandrapuram-STP 01 of 6.7 MLD Capacity- (1 Nos.)	6.700	2.4
31	Mandapeta-STP 01 of 4.7 MLD Capacity- (1 Nos.)	4.700	1.7
32	Mandapeta-STP 02 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
33	Mumidivaram-STP 01 of 4.1 MLD Capacity- (1 Nos.)	4.100	1.5
34	Palacole-STP 01 of 8.1 MLD Capacity- (1 Nos.)	8.100	2.9
35	Narsapur-STP 01 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
36	Narsapur-STP 02 of 3.9 MLD Capacity- (1 Nos.)	3.900	1.4
37	Tanuku-STP 01 of 10.7 MLD Capacity- (1 Nos.)	10.700	3.8
38	Jangareddy Gudem-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
39	Jangareddy Gudem-STP 02 of 4.5 MLD Capacity- (1 Nos.)	4.500	1.6

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

40	Nuzivid-STP 01 of 5.2 MLD Capacity- (1 Nos.)	5.200	1.8
41	Nuzivid-STP 02 of 4.6 MLD Capacity- (1 Nos.)	4.600	1.6
42	Pedana-STP 01 of 2.4 MLD Capacity- (1 Nos.)	2.400	0.9
43	Pedana-STP 02 of 1.6 MLD Capacity- (1 Nos.)	1.600	0.6
44	Vuyyuru-STP 01 of 4 MLD Capacity- (1 Nos.)	4.000	1.4
45	Vuyyuru-STP 02 of 3 MLD Capacity- (1 Nos.)	3.000	1.1
46	Tiruvuru-STP 01 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
47	Tiruvuru-STP 02 of 2.8 MLD Capacity- (1 Nos.)	2.800	1
48	Jaggiahpeta-STP 01 of 5.4 MLD Capacity- (1 Nos.)	5.400	1.9
49	Jaggiahpeta-STP 02 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
50	Nandigama-STP 01 of 3.091 MLD Capacity- (1 Nos.)	3.091	1.1
51	Nandigama-STP 02 of 2.77 MLD Capacity- (1 Nos.)	2.770	1
52	Nandigama-STP 03 of 1.85 MLD Capacity- (1 Nos.)	1.850	0.7
53	Macherla-STP 01 of 9.9 MLD Capacity- (1 Nos.)	9.900	3.5
54	Sattenapalli-STP 01 of 9.47 MLD Capacity- (1 Nos.)	9.470	3.4
55	Repalle-STP 01 of 5.6 MLD Capacity- (1 Nos.)	5.600	2
56	Repalle-STP 02 of 2.4 MLD Capacity- (1 Nos.)	2.400	0.9
57	Bapatla-STP 02 of 5 MLD Capacity- (1 Nos.)	5.000	1.8
58	Bapatla-STP 03 of 2.18 MLD Capacity- (1 Nos.)	2.180	0.8
59	Chirala-STP 01 of 7.12 MLD Capacity- (1 Nos.)	7.120	2.5
60	Ponnur-STP 01 of 7.8 MLD Capacity- (1 Nos.)	7.800	2.8
	Total	281.35	100
	(A) Total Estimated Contract Value (ECV) of STP PKG-I in Rs. Crs.	281.35	548.45
		MLD	
Part-B : O&M			
A	O&M Cost for 1 st Year in Rs.		18,70,67,822.93
B	O&M Cost for 2 nd Year including Price Escalation @ 5 % in Rs.		19,64,21,214.07
C	O&M Cost (including Repairs) for 3 rd Year including Price Escalation @ 5 % in Rs.		27,58,76,399.77
D	O&M Cost for 4 th Year including Price Escalation @ 5 % in Rs.		28,96,70,219.76
E	O&M Cost for 5 th Year including Price Escalation @ 5 % in Rs.		30,41,53,730.75
	Total O&M Cost for Total 5 Years in Rs.		1,25,31,89,387.00
	Total O&M Cost for 5 Years excluding energy charges in Rs.		1,25,31,89,387.00
	PART-B-Total O&M Cost for 5 Years excluding energy charges in Rs. Crores		125.32
	PART-A&B-Total Estimated Contract Value (Capex + Opex) in Rs. Crores		673.77
% breakup of IBM Value based on STPs Capacity			
a	Investigation, Survey, and Soil Exploration of site		5.00%
b	Basic Engineering Package (BEP) and Technology Adoption including hydraulic designs and drawings and Structural Designs and drawings		5.00%
c	Civil Works		50.00%
d	Electromechanical & Instrumentation and allied works		30.00%
e	Trail run and Commissioning		10.00%
	Total		100.00%
% breakup of Opex Value based on STPs Capacity			

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

1	Executing O&M For 1st Year	14.93
2	Executing O&M For 2nd Year	15.67
3	Executing O&M For 3rd Year	22.01
4	Executing O&M For 4th Year	23.11
5	Executing O&M For 5th Year	24.27
	Total	100.00%

Note: - The sub-component payment schedule shall be approved for each STP individually based on proposed technology component wise after approval of designs and drawing and payment shall be made accordingly.

The Operation & Maintenance (O&M) period and Defect Liability Period (DLP) for each STP shall commence separately and independently from the date of commissioning of the respective STP, and O&M payments shall be released accordingly.

Investigation, Survey, Design and Construction of 60 Nos. of Sewage Treatment Plants (STPs) under Package-I with Cumulative Capacity of 281.35 MLD at various ULBs in the State of Andhra Pradesh based on Modern Technology with three months trial run Post Completion, Operation & Maintenance of entire Sewage Treatment Plant for 05 (five) years including 02 (two) years Defect Liability Period - EPC Tender – 1st Call

SCHEDULE H DRAWINGS

(Designs and Drawings for all the STPs of different Capacities shall be submitted by the Bidder/Agency and to be get approved by the Department)

SCHEDULE I PROJECT COMPLETION SCHEDULE

The work of the project shall have to be completed as per the following schedule

As Refer Page No.50,

6.1 (a) KPI AND PENALTIES FOR DESIGN AND CONSTRUCTION PHASE

SCHEDULE J TESTS ON COMPLETION

J.1 Schedule for Tests

- 1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of Construction, notify the Employer's Engineer and the Employer of its intent to subject the Project components (roads and utilities / services) to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Employer's Engineer and the Employer detailed inventory and particulars of all Works and equipment forming part of Works.
- 1.2 The Contractor shall notify the Employer's Engineer of its readiness to subject the Project components (roads and utilities / services) to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Employer's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Employer who may designate its representative to witness the Tests. The Employer's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-K.

J.2 Tests

- 2.1 Water Tightness test: All hydraulic structures, such as sewer lines network, industrial network, joints, manholes etc. or any other liquid containers shall have to be tested for water tightness. The water tightness test shall be conducted as specified in IS: 4127- 1967.
- 2.2 Water Tightness test for Manhole: The entire height of the manhole shall be tested for water tightness as per CPHEEO Manual, by closing both the incoming and outgoing ends of the sewer and filling the manhole with water and the drop in water level not more than 50 mm per 24 hours shall be permitted.
- 2.3 Hydraulic Test: Fill the pipeline with water after it has been laid; bleed off any trapped air. Subject the lowest element in the system to a test pressure that is 1.5 times the design pressure, and check for any leakage. When, in the opinion of the engineer, local conditions require that the trenches be backfilled immediately after the pipe has been laid, apply the pressure test after backfilling has been completed but not sooner than a time which will allow sufficient curing of any concrete that may have been used. Typical minimum concrete curing times are 36 hours for early strengths and 7 days for normal strengths.
- 2.4 Other Tests: The Employer's Engineer may require the Contractor to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project components (roads and utilities / services) with Standards and Specifications.
- 2.5 Environmental audit: The Employer's Engineer shall carry out a check to determine conformity of the Project components (roads and utilities / services)

with the environmental requirements set forth in Applicable Laws and Applicable Permits.

- 2.6 Safety Audit: The Employer's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project components (roads and utilities/services) with the safety requirements and Good Industry Practice.
- 2.7 All of the electrical equipment covered by this report shall be tested in accordance with all relevant design and installation standards and codes of practices. Routine and Type test reports shall be required as minimum. The contractor shall notify the engineer, in writing, when each Section of work is complete and whole of the work is completed. Each Section of the work and whole of the work shall be tested in accordance with all relevant design and installation standards and codes of practices.

J.3 Testing

This Sub-Clause shall apply to all tests on Plant, Materials and workmanship specified in the Contract.

- 3.1 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Employer's Representative, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 3.2 The Employers Representative may vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 3.3 The Employer's Representative shall give Notice to the Contractor not less than 24 hours prior to the tests, of the Employer's Representative's intention to attend the tests. If the Employers Representative does not attend at the time and place agreed the Contractor may proceed with the tests, unless otherwise instructed by the Employer's Representative, and the tests shall then be deemed to have been made in the Employer's Representative's presence.
- 3.4 The Contractor shall promptly forward to the Employer's Representative duly certified reports of the tests. When the specified tests have been passed, the Employer's Representative shall endorse the Contractor's test certificate, or Issue a certificate to him, to that effect. If the Employer's Representative has not attended the tests, he shall be deemed to have accepted the readings as accurate.
- 3.5 The Contractor shall carry out the Tests on Completion of Design-Build in accordance with this Clause.
- 3.6 The Contractor shall give Notice to the Employer's Representative not less than 21 days prior to the date after which the Contractor will be ready to carry out each of the Tests on Completion of Design-Build. Unless otherwise agreed, Tests on Completion of Design-Build shall be carried out within 14 days after

this date, on such day or days as the Employer's Representative shall instruct.

- 3.7 Unless otherwise stated, the Tests on Completion of Design-Build shall be carried out in the following sequence and are further detailed in the Employer's Requirements:
- 3.8 Pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage, (b); commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.
- 3.9 The Employer shall be the sole beneficiary of any revenue or benefit resulting from the Tests on Completion of Design-Build.
- 3.10 During trial operation, when the Works are operating under stable conditions, the Contractor shall give Notice to the Employer's Representative that the Works are ready for any other Tests on Completion of Design-Build, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Schedule of Guarantees. The duration of trial run is 45 days.
- 3.11 Trial operation shall not constitute a commencement of the Operation Service.
- 3.12 In considering the results of the Tests on Completion of Design-Build, the Employer's Representative shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed each of the Tests on Completion of Design-Build described in above sub-paragraph, the Contractor shall submit a report certified by the Contractor of the results of these Tests to the Employer's Engineer.
- 3.13 If the Tests on Completion of Design-Build are being unduly delayed by the Contractor, the Employer's Engineer may by Notice require the Contractor to carry out such Tests within 21 days after receiving the Notice. The Contractor shall carry out such Tests on the day or days within that period as the Contractor may fix and of which he shall give Notice to the Employer's Engineer.
- 3.14 If the Contractor fails to carry out the Tests on Completion of Design-Build within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
- 3.15 If the Tests on Completion of Design-Build are being unduly delayed by the Employer, an extension of time shall be provided by the Employer for such delay, if the completion is or will be delayed.

J.4 Retesting of the Works

- 4.1 If the Works, or a Section, fail to pass the Tests on Completion of Design-Build, and the Employer's Engineer or the Contractor may require the failed Tests, and Tests on Completion of Design-Build on any related work, to be repeated under

the same terms and conditions.

J.5 Failure to Pass Tests on Completion of Design-Build

- 5.1 If the Works, or a Section, fail to pass the Tests on Completion of Design-Build repeated under above Sub-Clause [Retesting of the Works] the Employers Engineer shall be entitled to: order further repetition of tests on Completion of Design-Build under Sub-Clause (Retesting of the Works); or If the Contractor fails to carry out any obligation under the Contract, the Employer's Engineer shall by Notice require the Contractor to make good the failure and to remedy it within the time specified in the said Notice.

J.6 Completion Certificate

- 6.1 Upon successful completion of Tests, the Employer's Engineer shall issue the Completion Certificate in accordance with the provisions of Article 12.

SCHEDULE K PROVISIONAL CERTIFICATE AND COMPLETION CERTIFICATE

K.1 Provisional Certificate

I,.....(Name of the Engineer in Charge), acting as Engineer in Charge, under and in accordance with the Agreement dated (the “Agreement”), <Project Title>through _____
_____ (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project..... with the provisions of the Agreement.

Construction Works that are incomplete on account of Time Extension have been specified in the Punch List appended hereto, and the Contractor has agreed and accepted that it shall complete all such Works in the time and manner set forth in the Agreement. In addition, certain minor Works are incomplete and these are not likely to cause Material inconvenience to the users of the Project or other their safety. The contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor Works within 30 (thirty) days hereof. These minor Works have also been specified in the aforesaid Punch List.

In view of the foregoing, I am satisfied that that Project can be safely and reliably placed in service of the users thereof, and in terms of the Agreement, the Project..... is hereby provisionally declared fit for entry into operation on this theday of20.

ACCEPTED, SIGNED, SEALED
AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of CONTRACTOR by

Employer’s Engineer by:

(Signature)

(Signature)

K.2 Completion Certificate

I,..... (Name of the Employer’s Engineer), acting as Employer’s Engineer, under and in accordance with the Agreement dated (the “Agreement”), for *<Project Title>* through (*Name of Contractor*), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project..... can be safely and reliably placed in service of the Users thereof.

It is certified that, in terms of the aforesaid Agreement, all Works forming part of Project Works have been completed, and the Project Works is hereby declared fit for entry into operation on this theday of20

Employer’s Engineer by:

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)(Name)

(Designation) (Address)

SCHEDULE L PAYMENT REDUCTION FOR NON-COMPLIANCE

- 1.1 The contractor/EPC agency shall be subject to the following penalties for failure to carry out its defects during construction period including DLP of (2 Years) under Normal Conditions.
- 1.2 Payment reduction for non-compliance with the requirements

Payment reductions

As per Refer Page No.228

Schedule D, Appendix D-1 Repair/Rectification of Defects and Deficiencies, Table 1

SCHEDULE M INSURANCE

M.1 Insurance during Construction Period

- 1.1 The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the last Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:
 - (a) Insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)] per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
 - (b) Insurance for the Contractor's equipment brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
 - (c) The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the last Completion Certificate and during the full train run period from the issue of completion certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire, terrorism and War and Riots Protection Insurance
- 1.2 The insurance under paragraph 1.1 (a) and (b) above shall cover the Employer and the Contractor against all loss or damage from whatsoever cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.
- 1.3 “All risks of loss including theft of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Exceptional Risks are the responsibility of the Contractor. Any loss not insured or not recovered (including policy excesses etc.) from insurers shall be borne by the Contractor. All insurances shall be in the joint name of contractor and the Employer. The contract shall maintain a Contractors All Risk Policy (CAR) for the entire duration of the contract including trial run period for the entire facility” The Contractor shall also take additional covers (Add-On covers) insurance like Third Party Liability, Surrounding properties, Clearance and Removal of debris, Cross liability, Express Freight, Extended Maintenance Cover upto Final Takeover, etc. The sum insured for such Add-On covers shall be decided by the CONTRACTOR based on his assessment and risk involved in the contract. Risks to be covered by insurance shall not be limited merely to the items mentioned above. The CONTRACTOR shall arrange for insurance of any other risks he may deem prudent, but the expenses thereof shall be to the account of the contractor only full plant. If necessary, Transit and storage (all risks) insurance coverage for additional transit involved for sending equipment/material to Sub-Contractor/Fabricator's shop for fabrication/

reprocessing and receiving back at site shall be taken.

M.2 Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain Insurance Cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period whichever is greater for any loss or damage for which the Contractor is liable and arises from a cause occurring prior to the issue of Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

M.3 Insurance against injury to persons and damage to property

- 3.1 The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Paragraph 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences. The Insurance Cover shall be not less than: Rs. 20 Lakhs.
- 3.2 The insurance shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of this Agreement excluding:
 - (a) the Employer's right to have the Construction Works executed on, over, under, in or through any land, and to occupy this land for the Works; and
 - (b) Damage which is and unavoidable result of the Contractor's obligations to execute the Works.

SCHEDULE N CAD Requirements

To be submitted by the EPC agency

SCHEDULE O GUIDELINE FOR HEALTH, SAFETY AND ENVIRONMENT PLAN

- 1.1 The Contractor shall provide a General and Administrative HSE Procedures that will engage the welfare of labor, staff and others abiding by the rules and regulations and provide for records to the Employer.
- 1.2 The Contractor shall prepare specific HSE plans based on the specific construction procedures to be adopted specifically for this project to address complexity, safety and welfare of labor/staff/equipment as per the details given below.

O.1 HSE Standards

The Contractor shall ensure that all personnel engaged (including sub-contractors) with the project shall be conversant with and at all times comply with the HSE standards for the project. The HSE standards shall include the relevant India HSE legislation, relevant IS (Bureau of Indian Standards) & Project HSE documents. (documents prepared by the PMNC with regards to HSE). See Annexure-I

O.2 Legislation

For the purposes of the project relevant Indian HSE legislations shall apply to the project as dictated by the various Ministries including but not at the least – Ministry of Labor & Employment; Department of Labor – Government of Andhra Pradesh; Ministry of Environment, Forest and Climate Change.

O.3 HSE Management System

The Contractor shall ensure that they will have an HSE policy and an HSE Management system (including safe work procedures) that is documented, visibly endorsed by the company's top management and implemented & maintained at the project.

The scope of the contractors HSE Management system (including safe work procedures) shall cover all areas of work on the project and shall include any work to be performed by the contractor personnel or any of their sub-contractor, interfaces with the Employer/ Engineer in Charge.

O.4 HSE Risk Management

The Contractor shall ensure that they employ best practice methods and meet all legal requirements in identifying, assessing and controlling HSE hazards. They shall document these methods and the outcomes.

O.5 Hazard Identification and Control

The Contractor shall identify hazards and their control measures through a formal hazard identification process. The Contractor shall also ensure that they have a written safe work procedure for all the works to be undertaken on the project.

O.6 HSE Enforcement

The Employer shall have the right at any time to audit or inspect Contractor facilities, procedures, and safety management systems. The Contractor shall fully co-operate in such reviews and shall implement recommendations at its own cost where Project HSE Standards or statutory rules and regulations are contravened. Contractor shall ensure the timely closing out of issues raised via these HSE assessments.

The Employer will bring to the attention of Contractor any situation where the Employer observes, or is informed of, a contravention of the HSE rules and procedures or unsafe acts; or a situation where those contraventions or unsafe acts identified are not considered likely to present an immediate risk, but are likely to lead to injury, ill health or damage to the environment.

If the Employer observes, or is informed of, a contravention of the safety rules and procedures or unsafe acts, and if those contraventions or unsafe acts identified are considered likely to present an immediate risk to personnel, then they shall have the Employer to stop such work until remedial actions have been addressed to prevent such unsafe acts from recurring.

If contraventions or unsafe acts persist or present an imminent risk of serious injury or ill health to the persons involved, Employer will have the right to stop work being performed and to order a suspension of the execution of any new work in that part or parts of the Works affected by Contractor's HSE violation or negligence. Contractor shall have no right to claim for any extension of time or to claim for compensation for the suspension of the work or for the waiving of the liquidated damages.

Contractor shall not resume provision of the Works affected until the Employer is satisfied that the non-compliance has been rectified.

all not be employed again on the project or any of the sites without the written approval of the PMNC. The Contractor shall be responsible for enforcing the Site HSE Rules and Regulations upon its Subcontractors and all other persons entitled to be on any work sites.

O.7 Environmental Management

The Contractor shall specify in their HSE plan measures applied to avoid harm to the environment.

O.8 HSE Personnel

The Contractor shall ensure that adequate HSE personnel are appointed on the project. The Contractor shall ensure that all HSE personnel meet the requirements as dictated by the project HSE standards.

O.9 Competence and Training

The Contractor shall ensure that that all personnel are competent, capable and qualified to a level that allows them to work without creating unnecessary risk for themselves and others. All personnel shall have and maintain the necessary HSE competencies to perform work on the project to the required HSE standards.

The Contractor shall ensure that all supervisory personnel have formal training in supervisory activities and specialist HSE training to conduct their duties.

O.10 HSE Orientation Training

The Contractor shall ensure that all personnel working at the project receive an induction HSE training explaining the nature of the work, the hazards that may be encountered during the site work and the particular hazards attached to their own function within the operation on the first day of work on the project. The training shall cover the contents as detailed within the Project HSE standards.

The contractor shall ensure that any new personnel are informed in an equal manner.

O.11 Intervention

The Contractor shall have implemented a system that assures competence (including HSE) of personnel...

The Contractor shall establish and agree with the Employer a key list of personnel undertaking taking HSE critical roles. The list shall identify these key individuals by name and by (key) role. For every role on this list, the contractor shall define minimum requirements for HSE competences and qualifications relevant to the work.

The Contractor shall have implemented a system that records the training of personnel. The Contractor shall keep training records up-to-date and shall furnish information about the system and/or records of training upon request by PMNC.

O.12 Medical Fitness to Work

The contractor shall ensure that all personnel engaged on the project are medically fit for the job to be undertaken. Where required, the Contractor shall be able to demonstrate that personnel, selected for key positions are evaluated for their fitness to work on the project.

O.13 HSE Communications and Meetings

The Contractor shall ensure efficient and effective HSE communication and consultation with all personnel involved on the project. This includes but is not limited to toolbox meetings prior to the start of work, regular worksite HSE meetings with all parties involved (including subcontractors).

O.14 HSE Performance Reporting

The Contractor shall submit on a monthly basis an HSE performance report to the

Employer. This report shall contain as a minimum the following data, as related to the project:

A list, including a brief description, of all incidents (including near misses and potential incidents);

Number of Fatalities (FAT);

Number of Lost Workday Cases (LWC); Number of First Aid Cases (FAC);

Number of Environmental Non-conformances;

The format & content for the HSE performance report shall be agreed with the Employer prior to the commencement of the project.

O.15 Target and Objective Setting

The Contractors HSE goal shall be "Target Zero" to reflect the projects commitment to an accident-free workplace. The Contractor's targets and objectives shall be focused on leading indicators and pro-active efforts to reduce the likelihood and severity of incidents.

O.16 HSE Incident Management

The Contractor shall report any HSE incident and/or accident, related to contractor activities or personnel, to the Employer & National or Local authorities as required by relevant legislation.

The Contractor shall also notify the Employer immediately of any HSE incident, including near misses and significant potential incidents, arising from the contractors or sub-contractor's activities associated with the project, related to:

Harm to contractor and or Sub Contractor personnel or Third Party; Harm to the environment,

Damage to, or loss of, contractor or sub-contractor /Third party assets; Harm to Employer reputation.

The Contractor shall fully investigate any incidents on the project and cooperate with the PMNC and participate as necessary in any investigation of HSE incidents as required by the project HSE standards.

O.17 Emergency Preparedness and Response

The Contractor shall maintain a documented, robust fit-for-purpose Emergency Response Plan for the project. The Contractor shall also provide fit-for-purpose survival equipment, first-aid equipment, life-saving equipment, fire-fighting equipment and oil/chemical spill equipment. The contractor shall ensure that involved personnel are

trained and competent in its use.

The Contractor shall develop and maintain a programme of training and exercises to ensure competency of all individuals and teams involved in the emergency response teams in accordance with the project HSE standards.

O.18 HSE Audits, Reviews and Inspections

The Contractor shall perform audits, reviews and inspections on the project as required by project HSE standards. During these audits, reviews and inspections, the Contractor shall verify that they have fulfilled any and all legal obligations, including conditions and stipulations in all relevant licenses, consents and permits and that the work on the project is performed in accordance.

The Contractor shall develop a detailed HSE inspection & audit schedule for the project and submit copies of the reports to the Employer

O.19 HSE Records

The Contractor shall retain all relevant HSE records resulting from work on the project in line with relevant legislation & project HSE standards.

O.20 SUB-Contractor Management

The Contractor shall ensure that all sub-contractors comply with all the HSE standards relevant to the project (including these conditions).

The Contractor shall be accountable for the sub-contractors HSE performance.

O.21 Project HSE Plan

The Contractor shall prepare and submit to the Employer a project HSE plan which covers all work under the project. This project HSE plan shall be reviewed by the Contractor at regular intervals of not less than 6 months.

O.22 Substance Abuse

The Contractor shall ensure that all personnel working on the project do not at any time partake of, be under the influence of drugs, alcohol, sedatives or other similar intoxicating substances, other than for bona fide medical reasons.

Any personnel found contravening with the above will be removed from the project with immediate effect and handed over to the authorities.

O.23 Contractor HSE Plan Template

Contents

Section 1 - Project Details

Section 2 - Information and Training for People on Site

Section 3 - Contractor Management Selection of Plant

Section 4 - Emergency Procedures

Section 5 - Arrangements for Controlling Significant site Risks

Section 6 - Environmental Management

Appendix O-I Template for Contractor HSE Plan

This plan is provided as a guidance template for the Contractor to include in their HSE plan. The sections mentioned in this HSE plan template will be the minimum standards that the Contractors HSE plan will be assessed against.

Section No	Titles of sections	Details of what is required in each section
Contractor must ensure that these sections are included in their Construction HSE plan. The details in the sections are provided as guidance.		
Section 1 - Project Details		
1.1	Project Specific Details	Contractor to provide contact information for Key Contractor personnel. Contact information to include Name, Mobile number, email id. Key personnel include: <ul style="list-style-type: none"> • Contractor Project Director • Contractor Project manager • Contractor Construction manager • Contractor HSE Manager • Contractor General Foremen.
1.2	Details of other Consultants	Details as above of any consultants that the contractor may employ on the project.
1.3	Project Security	Contractor to detail the site security arrangements that will be in place on the project. Suggestions as below: <ul style="list-style-type: none"> • Site entrance control points • Identity card system • Vehicle barrier types • Visitors to site procedures • Delivery vehicle procedures • Vehicle parking restrictions • Need for 24hr cover etc.

Section No	Titles of sections	Details of what is required in each section
1.4	Welfare Arrangements	<p>Contractor to detail what arrangements will be made on site to ensure that appropriate welfare facilities are provided and maintained according to the size of the workforce and nature of the work.</p> <p>As a minimum, an assessment must be carried out to determine specific welfare requirements and arrangements throughout the project, from day one to the last day persons are on site. Consideration must be given to any requirements for male / female changing, showers or disabled facilities, etc. Details to be included:</p> <ul style="list-style-type: none"> • What type and size of facilities are required, • When they will be operational, • State what the initial set up is and what the subsequent set up will be • Where they are located. Produce clear layout drawing • Who provides and maintains each facility. • Expected standards and monitoring requirements.
1.5	Project Organization Chart	Contractor to include a detailed organization chart with names, designations & contact numbers for the project.
1.6	Arrangements for communication	<p>Contractor to detail how they plan to communicate HSE with the different parties on the project. For example, what kinds of HSE meetings will be held on the project, how often, who will attend etc. Suggestions HSE Communication include:</p> <ul style="list-style-type: none"> • Regular team meeting. • Tool box talks <p>Trainings</p>
1.7	Project Goals	Contractor to detail what are the project HSE goals.
1.8	HSE Compliance monitoring	Contractor to detail how HSE compliance monitoring will be conducted, who will conduct, how often this will be conducted.
1.9	Senior Management HSE monitoring	Contractor to detail how Senior management on the project will be involved in HSE monitoring, how often will they be involved, what is the process.
Section 2 - Information and Training for People on Site		
2.1	Inductions	<p>Contractor to detail the methods by which they will check that people on site have been satisfactorily inducted & trained. Suggestions include: -</p> <p>Arrangements for delivery – i.e., who does the induction? Who does the training?</p> <ul style="list-style-type: none"> • Arrangements by which management are informed of new starters; • Arrangements for recording of inductions/trainings?

Section No	Titles of sections	Details of what is required in each section
		<ul style="list-style-type: none"> • Any passes, or other identification issued after induction • Arrangements for re-induction or safety updating as the contract enters a new phase or persons are transferred to a different section. <p>What are the training arrangements for the project?</p>
2.2	Site Safety Rules	Contractor to detail what site safety rules will be developed or is available for the project.
Section 3 – Contractor Management		
3.1	Selection	<p>Contractor to detail how they will select sub-contractors on the project.</p> <ul style="list-style-type: none"> • How will they ensure that only competent HSE contractors are on site • How do they plan to communicate HSE issues with the sub-contractors <p>How do they plan to coordinate the works with the sub-contractors</p>
3.2	Selection	<p>Contractor to detail how they will ensure that only safe plant & equipment is bought to the project.</p> <ul style="list-style-type: none"> • How will they check the plant & equipment • How often <p>Who will check</p>
Section 4 – Emergency Procedures		
4.1	First Aid	<p>Contractor to detail what are the first aid arrangements that will be made on site. For example:</p> <p>Location of first aid boxes</p> <ul style="list-style-type: none"> • Names of First aid personnel and their location • Location of First Aid room • Numbers of First Aider's required • Location of accident book
4.2	Fire and Emergency Procedures	<p>Contractor to detail what are the fire safety arrangements that will be available on site. For example:</p> <ul style="list-style-type: none"> • Fire points – How many, where will they be located • What kind of extinguishers will be available • What kind of training will be available <p>What will the emergency actions be for the project</p>
4.3	Accident	<p>Contractor to detail what are the accident & incident reporting procedures for the project. For example:</p> <ul style="list-style-type: none"> • How will accidents be reported? • To whom? • Who will coordinate? <p>How will they be recorded?</p>
Section 5 – Arrangements for Controlling Significant site Risks		
5.1	Production	Contractor to detail how method statements will be checked for HSE hazards & risks?

Section No	Titles of sections	Details of what is required in each section
5.2	Risk Assessments	Contractor to detail how risk assessments will be produced? <ul style="list-style-type: none"> • Who will produce these? • How will they be reviewed? • Methods of communicating to the workforce on the content of the risk assessments? How will sub-contractor risk assessments be checked for the above?
Section 6 – Environmental Management		
6.1	Environmental Management Strategy	The contractor to detail how they plan to manage the environmental aspects of the project. Suggestions include: <ul style="list-style-type: none"> • Environmental management plan. • Project specific Environmental processes Environmental aspects & impact register
6.2	Waste Management Planning	Contractor to detail how they plan to manage waste (construction, hazardous & non-hazardous). Suggestion include: <ul style="list-style-type: none"> • How will waste be collected on site? • How do they plan to dispose the waste? Who will dispose it, where?
6.3	Environmental Emergency plans	Contractor to detail what are the environmental emergency plans for the project. Suggestion include: <ul style="list-style-type: none"> • Who will initiate action? • Who will report? To whom? • What are the foreseen emergencies?

Appendix O-II Construction HSE Management procedures

SECTION 1: INTRODUCTION

This document describes how Health, Safety & Environment (HSE) will be managed on the Project. This document is provided to ensure that the appointed Contractor, understand the HSE standards on the programme. This document should be read along with the SBIA 'Health Safety Environment Execution Plan

- The standards laid down by this document is mandatory for all on the Project.
- The Contractor must familiarize themselves with these standards and also ensure that these standards are adhered to by any subcontractors/suppliers and any self-employed persons working within their workforce.
- These standards will assist the contractor in their planning and provision of satisfactory HSE resources on projects.
- These standards will be audited in accordance with set performance measurement procedures as per specific audit schedule completed for every project.
- Poor or non-compliance with these standards may result in the contractor being removed from the project.

1.1 PURPOSE

The purpose of this document is to provide a systematic framework to:

- Implement & Manage HSE on the Project.
- Achieve the overall HSE objectives of the Project.
- Ensure open and transparent communication of HSE on Project.

1.2 LEGAL AND OTHER REQUIREMENTS

The Contractor shall comply with all local legislations, and HSE requirements. Where legal requirements conflict with those set out in any other HSE document, the more stringent requirement will apply.

All works will be carried out in compliance with the HSE rules, acts & regulations set out by the following:

- The Government of India, Ministry of Labour & Employment (<http://labour.gov.in/>)
- Department of Labour – Government of Andhra
- Ministry of Environment, Forest and Climate Change (<http://www.moef.nic.in/>)
- Bureau of Indian Standards (<http://www.bis.gov.in/index.asp>)
- Contractually specified international standards and codes of practice
- Relevant industry standards and guidelines
- Contractual standards, procedures, and work instructions

SECTION 2: MANAGEMENT STRUCTURE, APPOINTMENTS AND RESPONSIBILITIES

2.1 MANAGEMENT RESPONSIBILITIES

2.1.1 CONTRACTOR SENIOR MANAGEMENT RESPONSIBILITIES

- Ensure and maintain the HSE of all those who are affected by the Project.
- Ensure that the arrangements and resources on the Project are adequate and reviewed as necessary.
- Maintain a reporting structure for HSE matters and ensure that reporting lines and responsibilities of line management are clearly defined.
- Attend or support appropriate HSE management or steering groups as necessary.
- Ensure that HSE is the first agenda point of all meetings
- Ensure that resources are available to maintain an effective HSE performance, including budgetary, suitably trained staff and competent staff with clear lines of command and responsibility.
- Carry out HSE tours on a regularly defined basis.
- Be aware of the principles of the current HSE legislation and developments and ensure that their staffs are aware of their accountability for HSE.
- Ensure that all accidents and incidents reported on the Project are fully investigated and actions closed out.
- Ensure that appropriate support has been offered to those affected by incidents.
- All Contractor Senior Management will lead by example.

2.1.2 CONTRACTOR LINE MANAGEMENT RESPONSIBILITIES

Be aware of the HSE requirements of applicable to the Project.

- Ensure that during planning, construction and production, maintenance and repair, sufficient allowance is made for safe systems of work, adequate welfare facilities & supervision.
- Ensure that the management team is adequately staffed with suitably trained and experienced personnel with clearly understood and defined responsibilities that allow for close and effective supervision of operations.
- Ensure that a competent staff member will be present at all times when work is being undertaken under their control.
- Liaise with their HSE team on Project HSE requirements.
- Ensure that they understand the requirements of the Project HSE Plans & Procedures and that the plan is communicated and implemented effectively on site.
- Ensure that safety critical appointments are made in writing and persons appointed are suitable for the role.
- Arrange/chair/attend the site HSE meetings.
- Ensure that overall and specific risk assessments & method statements are produced, submitted and communicated to relevant parties on time.
- Implement HSE systems to remove confusion over areas of responsibilities.
- Ensure that work is carried out as planned, relevant legislation is complied with

and that high standards of professionalism, site tidiness and access are maintained at all times.

- Ensure inspection and monitoring under their areas of control are carried out and any action points raised are closed out.
- Commend those who maintain high standards of HSE and discipline those who consistently fail to achieve the required standard.
- Ensure that legal requirements relating to the involvement of the workforce are implemented to promote HSE compliance. Review reporting and investigation of all accidents, dangerous occurrence and environmental incidents in conjunction with HSE staff and ensure that appropriate remedial actions are taken to prevent recurrence
- All Contractor Line Management must set and lead by example

2.1.3 RESPONSIBILITIES OF CONTRACTOR SUPERVISORS

- Be familiar with legal principles, safe working practices, method statements, risk assessments applicable to their work and ensure they are enforced.
- Incorporate HSE instruction in their routine orders and see that they are carried out.
- Suitably brief men under their control so that work is carried out in a safe & controlled manner without undue risks.
- Avoid improvisation or deviation from method statements & risk assessments for tasks being undertaken.
- Ensure that all operatives are trained for the task in which they are engaged.
- Ensure that new employees are inducted and made aware of the hazards and controls in their workplace.
- Ensure that project employees not under their direct control are protected from the consequences of the work under them.
- Check plant & equipment and ensure that they are in good working order.
- Ensure that all operatives are provided with appropriate PPE for the tasks they are undertaking.
- Ensure that workplaces are safe, tidy & organized at all times.
- Ensure that plant & equipment is switched off when not in use and kept in a safe condition
- Ensure that welfare facilities are maintained in a clean condition.
- Prevent horseplay and discipline those who consistently fail to consider their own wellbeing and that of others around them.
- Report all accidents/incidents/near- misses to the site HSE department.
- All Contractor supervisors must set a personal example

2.1.4 RESPONSIBILITIES OF WORKFORCE

- Take all reasonable care to ensure your own safety and that of any others who may be affected by your work.
- Attend the site induction, tool box talks and other HSE communications as required by the project.
- Avoid improvisations or deviations from approved method statements & risk assessments.
- Use the specified tools and equipment for the job.
- Take personal responsibility for your actions.

SECTION 3: PLANNING

3.1 RESPONSIBILITY FOR HSE

- Contractors shall be responsible for the HSE of all its employees and Subcontractors' employees and the environmental impact of their assigned work. The Contractor shall at all times comply with and ensure that its employees, Subcontractors comply with all HSE rules, regulations and standards (as mentioned in section 1.3).
- The Contractor shall take, or cause to be taken, any additional measures, which the Governmental/Employer may direct to protect against injury or death of any person or damage to or loss of any property or to the environment during/after the Contractor's performance of the works.
- Submittal of any documentation to the Employer does not relinquish the Contractor of its direct responsibility for the HSE of persons and the protection of the environment.

3.2 PROJECT HSE RISK ASSESSMENT

- Before commencement of an onsite project work, the Contractor shall ensure that a robust 'Project HSE Risk Assessment' of the works to be undertaken is conducted. The Project HSE Risk Assessment shall be a systematic assessment of the HSE hazards & risks that the Contractor could encounter and shall also detail the means to control these.
- The Contractor will be expected to recognize HSE hazards, evaluate them with the help of competent people, and to communicate to workers on how to control these hazards during the execution of the works.
- The Contractor will be expected to use different types of hazard analyses to ensure that work progresses in a manner that does not endanger persons, property, process and the environment. Examples of these include:
- Hazard Analysis;
Emergency Procedures;
Job/Task Hazard Analysis;
Field Level / Daily Risk Assessment;
The Contractor shall review the Project HSE Risk Assessment upon any change in the scope of work and/or at predetermined intervals during the execution of works.

SECTION 4: ARRANGEMENT FOR CONTROLLING SIGNIFICANT RISKS

4.1 METHOD STATEMENTS

The P Contractor shall ensure that suitable ‘Method Statements’ are produced for all significant works. These method statements shall detail the sequence or steps involved in executing the works and also the methodologies...

The Package Contractor shall ensure that no work is started on site without an approved & agreed Method Statement.

4.2 PERMIT TO WORK

Where the risks are high and the use of a method statement and risk assessment alone doesnot necessarily ensure that a safe system of work is followed, the Contractor shall ensure that a permit to work is implemented. As a minimum, Contractors shall ensure that the following works are controlled by a permit to work:

Permit-to-Dig	Demolition Permit
Hot Works Permit	Confined Space Permit
Electrical and Mechanical Permit/LOTO	General permit to work

The need for a permit to work system will be identified in the risk assessment for the activity. Examples of jobs that are typically covered under a permit shall include but not be limited to hot works (cutting, grinding, welding etc.), elevated works (anything above 4 meters), confined space entry, work on electrical systems, non-routine lifts.

Contractors shall ensure that they nominate a person as the permit coordinator who shall have the responsibility to oversee the permit to work procedure. All permits shall be valid for a single shift only. Records of any permits issued shall be kept in the permit coordinators office for further inspection.

4.3 PERSONAL PROTECTIVE EQUIPMENT

The P Contractor shall ensure that Personal Protective Equipment (PPE) is provided as identified in the Method Statements & Risk Assessments. Notwithstanding the PPE described in the Method Statements & Risk Assessments, the Contractor shall ensure that as a minimum standard Safety Helmet, Hi-Viz Jackets, Safety Goggles, and Safety Shoes (with penetration protection) is available to all undertaking works on the project.

All PPE supplied on the project shall meet or exceed the specifications as dictated by Indian Standards Institute or the Contract documents. Where there is a conflict the more stringent standard shall apply.

SECTION 5: TRAINING, AWARENESS & COMPETENCE

All project employees must receive appropriate HSE training upon engagement. These trainings shall be delivered by the individual Contractors to their personnel and to any subcontractor/third party engaged by them. HSE trainings will include – Induction Training, Tool Box Talks (TBT's), Work/Topic specific training, which will be determined by the Programme/Project HSE Training Matrix, and will be dependent on the tasks scheduled to be performed.

5.1 MINIMUM REQUIREMENTS

The Contractor shall ensure that all their personnel (including sub-contractors & any third party contracted to them) complete the following fundamental trainings:

New Project HSE Induction – this module will orient employees in the basic HSE Policies and Procedures relevant at the project.

Position specific HSE training – this will include training that depends upon the position the individual holds on the project. For example, if the person is designated as a rigger, he will have to attend rigger training and a slinging & lifting training. These trainings can be conducted either in-house by the individual Contractors or by an Approved Third Party. The Contractor shall also be aware that Project employees may be required to complete additional specialized HSE training, provided by commercial training specialists. Such training shall be identified in the project training matrix.

Tool Box Talks – These will be conducted on daily/weekly basis as dictated by the activities/tasks that groups of people are undertaking.

The Contractor shall ensure that all HSE training conducted on the Project is documented and tracked.

5.2 PROJECT HSE INDUCTION

The Contractor shall conduct an HSE Induction for all project employees (this shall include all personnel employed by the contractor, their sub-contractors, Third Party, Visitors etc.) so that they remain aware of appropriate precautions that apply to them whilst on the work site. This HSE induction shall be conducted prior to being authorized to enter the site and/or commencing work. As a minimum, this training shall include a presentation of the site hazards, safety and security rules and emergency procedures. Depending on the appreciation of the level of risk for the contracted work, other relevant HSE subjects will be presented.

The site HSE induction shall be conducted by the Contractor HSE Manager and shall be conducted in a language understood by the site personnel. All Contractors shall ensure that their 'Project HSE Induction' training is submitted to the PMNC for review and approval.

As the project progresses, the Project HSE induction shall be reviewed by the Contractor HSE Manager at regular intervals to reflect site conditions.

5.3 TOOL BOX TALKS & DAILY BRIEFINGS

The Contractor shall ensure that daily/weekly toolbox meetings and other daily briefings are conducted on a regular basis. These where possible shall be conducted by the foreman and site in-charge.

5.4 EMERGENCY RESPONSE PLAN TRAINING

The Contractor shall ensure that all project employees are aware of the Project Emergency Response Plan. The Contractor shall ensure that training to familiarize project employees on the Project emergency response plans is conducted at regular intervals of not less than 6 months. The Project emergency response plan training will include the procedures for reporting to external emergency response organizations (e.g., police, fire department, ambulance services, hospitals, rescue services, and hazardous material response services), building or site evacuation, designated evacuation assembly areas, and methods of accounting for staff upon evacuation. Emergency drills will be performed periodically, but at least twice per year.

5.5 TRAINING DOCUMENTATION

The Contractor shall ensure that all HSE training shall be documented. Documentation and certificates verifying completion will be maintained by the Package Contractor on site.

SECTION 6: HSE COMMUNICATIONS

6.1 HSE COMMUNICATION PROGRAM

The Contractor shall establish an effective communication network to disseminate HSE information to all Project Personnel, to ensure support to the HSE programme.

The table below gives an overview of the HSE communication methods that the Package Contractor shall adopt on the project.

Method	Frequency
Pre-start meetings	Minimum once prior to commencement of works
Progress meetings	As required by the project or as a minimum once a month.
HSE Meetings	As required by the project or as a minimum once a month.
Daily briefings	Daily
HSE Inductions	As required by the project.
Tool Box Talks	As required by the project or as a minimum Weekly.
Safety Alerts	As required.

6.2 HSE MEETING PROGRAM

Safety meetings provide a method for maintaining safety awareness and providing safety- related information and training to employees. The Contractor's shall plan and include/indicate in their HSE Plan the types and frequency of HSE meetings that it will conducted during the Project, including but not limited to:

Daily Toolbox Meetings;

Weekly Safety Meetings;

HSE Committee Meetings.

The P Contractor shall keep records of all matters discussed and decisions made at each meeting, records of Site inspections performed, register of work permits issued, records of attendance of participants, etc.

The Contractors HSE meeting program shall:

Review and discuss all Site HSE matters of the employees;

Review safe work practices;

Co-ordinate jobs so that the work does not pose as a hazard to others;

Co-ordinate movement and storage of hazardous materials;

Inform Personnel of potentially dangerous Works operations on the Site;

Review progress of Works and work permit control;

Review training requirements;

Review work procedures and method statements;

Review incidents and near misses.

The Contractor shall ensure that all major decisions and actions proposed by the meetings are effectively communicated for implementation.

6.3 HSE PROMOTION AND AWARENESS

The Contractor will actively promote HSE awareness amongst the project employees by implementing a HSE awareness programme. HSE awareness will be promoted both generally and specifically as relevant to particular areas or activities. A key feature of the awareness programme will be generating communication on HSE matters across organizational boundaries. These will be achieved through various means including, as a minimum:

HSE notice boards: HSE specific, regularly serviced and updated;

HSE incentive scheme: performance acknowledged and rewards communicated;

Regular bulletins: HSE specific information on any task item, including updates on new hazards, changes to any activity or condition, alteration to procedures, etc.;

Posting of minutes of meetings on HSE issues: update on action items, current performance, new information, items of general awareness for communication;

Regular HSE workplace walkabouts by both Senior and Line Management: will be performed on both an informal and formal recorded basis. These will be high profile will include constructive discussion with all personnel as necessary.

SECTION 7: MONITORING

7.1 HSE INSPECTIONS

The P Contractor shall carry out HSE inspections at regular intervals, covering not only its works on the project but also other areas under their control such as camps/mess facilities. These HSE inspections shall be led by the Contractor HSE team but shall also be attended by the Package Contractor Construction team. The Contractor shall ensure that Project HSE Inspections are carried out at least once a week. Inspections of other areas such as campsites/mess areas shall be carried out at a suitable frequency and agreed with the PMNC. Where necessary, the Employer representatives will join these inspections.

The Contractor shall ensure that inspections of temporary works such as shoring of form work, excavation, trenches, cranes and scaffolds shall be carried out after inclement weather. Copies of such inspections reports shall be submitted to the Employer for review & comments.

7.2 SENIOR MANAGEMENT HSE SITE WALKS

The Employer shall conduct a Senior Management HSE site walk once a month with each individual Contractor. The Contractor shall ensure that Senior Members from its Project team are available for these site walks.

7.3 HSE AUDITS

The Contractor shall establish and maintain an HSE audit program to be carried out on its operations to evaluate the efficiency of its HSE management systems in place. The results of audits, identified corrective actions and determined root causes shall be submitted to the Employer for review and comments.

7.4 HSE OBSERVATION PROGRAM

The Contractor will encourage and educate the project staff to observe and identify safe and at-risk conditions and behaviors. Staff are also encouraged to report near misses in order to look for trends and tackle issues before accidents and incidents occur.

7.5 REPORTING UNSAFE CONDITIONS

The following reporting procedures will be followed by Contractor/Project Personnel.

Upon detection of any unsafe condition or practice, the responsible worker will bring the unsafe condition or practice to the attention of the worker's direct supervisor, unless the unsafe condition or practice involves the worker's direct supervisor. If so, the Contractor's HSE Manager needs to be notified at once by the responsible worker.

SECTION 8: INCIDENT REPORTING & INVESTIGATION

8.1 GENERAL

The Contractor shall in his HSE plan establish procedures to identify, record, investigate and analyze all accidents/incidents, dangerous occurrences, near misses, which occur on the Project. The investigation and analysis shall identify the root cause and contributory causes of these events and formulate measures accordingly to prevent future recurrence of similar incidents. The Package Contractor shall ensure that copies of all such reports are submitted to the PMNC for review and comments.

8.2 REPORTING OF INCIDENTS

- Contractors shall ensure that all incidents are reported to the Employer at the earliest. The initial notification time in any case shall not be more than one (1) hour from the time of the incident. Following the initial notification, the Contractor shall (within 24hrs) ensure that a written notification is sent to the Employer.
- Contractors shall ensure that all accident/incident reports are submitted to the Employer within an agreed timeframe.
- For the purpose of reporting, on the Project the following definitions shall be adopted by all Package Contractors:
- Lost Time Injury: Any accident/incident that results in an employee not being able to work on the day following the accident.
- Medical Treatment Case: Any work-related accident/incident where the employee has to receive medical treatment in a facility outside project first aid. This can be a clinic or hospital.
- First Aid Case: A minor work-related injury that requires the person to seek medical attention at the project first aid clinic.
- Near Miss: An unplanned event or condition that occurred in the project which although didn't result in an injury or damage property but had the potential to do so.
- Major Accident/Incident/Near-Miss: Categorized / defined as one which meets or exceeds the following consequences: -
- Harm to People: Major injury or health effects (including permanent disability) – Affecting work performance; on longer term, e.g. prolonged absence from work. – Irreversible health damages without loss of life, e.g. noise induced hearing loss, chronic back injuries.
- Property Damage: Damage to any Project property in excess of INR 50000.00 or will take more than 2 days of to rectify.
- Environmental Effect: Any damage to the environment which costs an upwards of INR 50000.00 to clean up.
- Work Related: Any injury (however small) that has happened to a personnel whilst he was working on the project site.

8.3 REPORT DOCUMENTATION

The Contractor shall ensure that the accident/incident report that is submitted to the

Employer as a minimum will have the following described details/sections.

- Details of the investigation Team: List of investigation team members
- Background of the Incident: The environment of the accident before the accident occurred
- The Incident: Detailed description of what happened in detail, the actions taken by the Package Contractor.
- Immediate Cause: Direct and indirect causes of the incident.
- Root Cause: Complete root cause analysis of what caused the incident/accident.
- Investigation Findings: Sketch of the incident scene, photographs, diagrams and physical evidence, persons with information and statements
- Statements of accident victims
- Recommendations: Immediate and long-term corrective actions, risk mitigation measures and target completion dates
- Lessons learned
- Supporting documents such as any medical records, clean up records.

SECTION 9: EMERGENCY RESPONSE

9.1 GENERAL

- Contractors shall as a part of their HSE Plan have a written Emergency Response Plan (ERP). The Contractor's ERP will consider potential emergencies that may arise during the performance of the Works and develop procedures to deal with the emergencies. The Contractor shall consider the following emergency scenarios for development in the ERP.
- Fatalities or serious injuries
- Major construction incidents not involving injury (e.g. structural collapse, collapse of excavations, tower crane failure, vehicle collision)
- Fire and explosion
- Bomb alert
- Environmental incidents, including chemical spillage / toxic release
- Security violations
- Property damage
- Extreme weather.
- Emergency procedures developed by the Contractor shall ensure that Contractor's Site Manager or most senior supervisor present takes charge and directs the handling of the emergency. Package Contractor shall conduct weekly inspections of escape routes, fire brigade access, firefighting facilities and work areas to ensure that the requirements stipulated in the Emergency Response Plan are complied with.

9.2 EMERGENCY RESPONSE PLAN (ERP)

Prior to commencing work on site, the contractor shall prepare an ERP. The objectives of the plan shall be to:

- Provide a framework for planning for, responding to and recovering from emergency situations that may occur within the Package Contractor's area of responsibility;
- Allocate sufficient resources and facilities to manage and mitigate emergency situations;
- When planning ERP's, the Contractor shall ensure that the following shall be taken into account:
 - Site size, characteristics of the site and the work being undertaken;
 - Means of raising the alarm under those conditions;
 - Plant and equipment to be used in the event of an emergency;
 - Location of nearest emergency services and their capabilities;
 - Access to the site for emergency services.
- The ERP's developed by the Contractor shall be specific to the Contractor's Work. Topics to be addressed in the plan shall include, but are not necessarily limited to the following:
 - A list of all key emergency response personnel on site showing responsibilities and contact details, including all-hours telephone numbers;
 - Details of emergency services (police, fire, ambulance, spill clean-up etc.);
 - Communications strategy, including liaison with emergency services and the

Employer's representative;

- Emergency provisions on site, including fire prevention, detection and fighting systems, spill prevention and response equipment and first aid facilities;
- Protocols and procedures to be implemented in the event of specific emergency situations;
- Emergency response training;

9.3 EMERGENCY COMMUNICATION

The Contractor shall ensure that the ERP is reviewed at regular not less than every six months. The Contractor shall also bring the contents of the ERP to the attention of the Project personnel during Project Inductions, Tool Box Talks, Safety talks etc. These briefings shall as a minimum include:

- Emergency procedures for different scenarios;
- Location of emergency equipment and supplies;
- Local emergency contacts, hospital routes, evacuation routes, and assembly points;
- Communication methods;
- Names of personnel trained in first-aid and CPR;
- Procedures for contacting Package Contractor and PMNC key personnel.

9.4 REPORTING OF AN EMERGENCY

The Contractor shall ensure that all emergencies are reported to the Employer as soon as reasonably practicable. In any state this time frame shall not exceed 1 hour from the time of the incident.

9.5 EMERGENCY PREPAREDNESS

The Contractor will ensure that an ERP drill is carried out at regular intervals, these intervals shall not be greater than six months. The Contractor shall ensure that emergency drills are conducted for all the scenarios that have been identified in the ERP. The Contractor shall also ensure that emergency staff including first aid and emergency responders are available and that they participate in the emergency drills. Upon completion of each drill, an evaluation shall be made of the ERP to determine its effectiveness. Any problems or concerns identified during the evaluation will be corrected.

9.6 EMERGENCY RESPONSE TEAM

The Contractor shall maintain a nominated team for managing and responding to emergencies throughout the lifecycle of the project. The Emergency Response Team shall consist of project employees who are trained (by a competent third party where required) to respond in emergencies. The Contractor shall also ensure that the Emergency Response Team is available on the project on all shifts and that they have

ready access to the emergency equipment at all times. Contact details of key personnel within the response team are to be posted on the project to facilitate communication flow in the event of an emergency.

9.7 EMERGENCY RESOURCES

The Contractor shall ensure that emergency resources including equipment, materials, transport and personnel, for managing potential emergencies on site are available on the project at all times. This shall include an appropriate number of first aid personnel along with a fully equipped first aid room and/or clinic as well as industry standard firefighting equipment, fire/smoke detection systems, alarms and any other emergency equipment as identified by the ERP.

All incident response resources shall be suitable for the site and activity under consideration. Equipment, including emergency response PPE, spill kits and firefighting systems, are to be installed at all location where high-risk activities are being carried out and must be inspected, tested and maintained regularly by the Contractor. If any equipment is missing or damaged, it shall be replaced.

SECTION 10 SITE WELFARE FACILITIES

The Contractor shall ensure that adequate and appropriate arrangements exist for welfare facilities such as first aid, canteen/mess, rest areas, drinking water and toilets. These facilities shall be provided and maintained by Contractors. Welfare facilities onsite must be as close as practical to the working location. Large sites may require multiple facilities to avoid long distance travel.

The Contractor is required to develop a specific temporary facilities and welfare plan detailing specific arrangements.

10.1 FIRST AID ROOM

The Contractor shall make adequate arrangements for a first aid room, equipped and staffed to the extent required. The first aid room as a minimum meet the requirements below but, in any case, will meet any requirements as laid down by local regulations.

- Designated first aid room shall not be used for any other purpose other than for first aid or medical purposes;
- The room shall be identified clearly through first aid signage;
- It shall be located in a way to allow easy access and egress during emergency;
- Shall be spacious enough to accommodate a wheel chair or a stretcher;
- Shall be equipped with adequate facilities and equipment, well illuminated, ventilated, sufficient air conditioning and made up of a surface that is easy to clean;
- Arrangements exist for the disposal of refuse;
- Shall be clearly identified in the emergency plan / layout;
- Shall be equipped with a phone or other means of communication to contact ambulance
- /hospital/ doctor on call/Company representatives.

10.2 FIRST AID BOX

The Contractor shall be depending upon the size and location of the site, ensure that first aid boxes are provided at strategic location & shall be suitably identifiable, and access to them shall be ensured throughout the working hours. The Contractor shall also regularly inspect these first aid boxes to ensure that it is fully stocked and items inside are not expired. Records of such inspections shall be maintained and produced to the Employer during HSE inspections (as required).

10.3 FIRST AIDER'S

The Contractor shall ensure that adequate personnel trained on first aid through an approved agency are available on the programme. A copy of the qualification certificate shall be maintained by the Contractor for records and this certificate made available upon request from the PMNC (during HSE inspections as required).

Names of the qualified first aid personnel shall be exhibited near the first aid box and

other prominent location on the project and site offices with immediate contact details.

10.4 NURSE/DOCTOR ON CALL

The Package Contractor shall make appropriate arrangements to attend to the emergency medical situations through the appointment of a male/female nurse/Doctor onsite (as required contractually). Alternatively, the Contractor shall ensure that provision is made to ensure that medical assistance is given to any injured person as quickly as possible through a contractual arrangement that may be made with a clinic / approved hospital.

The name/information about the hospital shall be exhibited at prominent location within the project/ site offices and shall be brought to the attention of the project personnel at the time of the induction.

10.5 FIRST AID TREATMENT RECORDS

Records of the first aid containing the details of the treatment given, name of the treated person, date and time of accident, place and circumstances, details of injury and treatment given and name of person rendering treatment shall be maintained by the Contractor and provided to the Employer (during HSE inspections as required).

10.6 CANTEEN/MESS

The Contractor shall make adequate arrangements to ensure that project personnel can consume food in a clean & hygienic environment. Canteen/mess facilities shall be established at the site for providing food and beverages to the project personnel. Food may be prepared at the site or pre-prepared food may be made available.

The Contractor shall ensure that eating areas are suitable for the project personnel using them. For example, if the local culture is to consume food whilst sitting on the floor, then the canteen/mess facility shall ensure that there is provision for project personnel to sit on the floor. The canteen/mess facility shall be adequate for the number of personnel and shall accommodate all users.

The Contractor shall consider the following when setting up a canteen:

Food preparation area	Sinks – for washing up / hand washing
Drinking water supplies as appropriate	Cold / Hot running water
Washing up liquid	Easy cleaning access
Cutlery & Crockery	Shade
Food storage	Fire extinguisher matched to risk and associated training
Means of escape	Rubbish collection
Rubbish bins with liners	Electrical items tested / certificated

10.7 DRINKING WATER

Adequate drinking water shall be provided to the project employees by the Contractor. The Package Contractor shall take into consideration the requirement of drinking water points to be available around the Project site. The drinking water points around the site shall be easily accessible by the project employees. Adequate signage shall be put up to differentiate drinking water from non-drinking water.

10.8 TOILETS

The Contractor shall ensure that toilets are provided to for the project employees. Consideration shall be given to male & female toilets (where required).

Water Tanks

The Contractor shall ensure that all water storage tanks are cleaned on a regular basis. The Package Contractor shall ensure that all portable water tanks are cleaned once every three (3) months as a minimum and that the water quality is tested and deemed fit for consumption.

SECTION 11: HSE ENFORCEMENT

The Contractor is fully responsible to ensure that they comply with all the HSE legislations & contractual HSE requirements. However, the Employer have the right at any time to audit/inspect the Package Contractors facilities, procedures and safety management systems. The Contractor shall fully co-operate in such reviews and shall implement recommendations at its own cost where the Employer or statutory rules and regulations are contravened. The Contractor shall ensure the timely closing out of issues raised via these HSE assessments.

SECTION 12: HSE STAFF

12.1 HSE PERSONNEL

The Contractor shall appoint only qualified and suitable HSE personnel to the project. The Package Contractor shall ensure that the Curriculum Vitae (CV) and HSE certifications of the HSE Personnel is submitted to the Employer prior to mobilizing the individual to the project.

12.2 CONDUCT AND COMPETENCY

The Contractor shall ensure that all such personnel are competent to perform the job assigned to them...

12.3 PROHIBITION OF PERFORMANCE OF OTHER DUTIES

The Contractor shall ensure that no HSE personnel shall be required or permitted to do any work that is unrelated to, inconsistent with, or detrimental to the performance of the HSE duties.

12.4 FACILITIES TO BE PROVIDED TO HSE PERSONNEL

The Contractor shall provide all HSE personnel with the facilities, equipment, and information that are necessary to allow the HSE personnel to carry out his duties effectively. The Contractor shall ensure that as facilities and equipment as mentioned below is provided to the HSE department as a minimum.

SCHEDULE P PROJECT MANAGEMENT REQUIREMENTS

P.1 Project Management Requirements:

- 1.1 The Contractor shall perform all the Project Management activities necessary for proper planning, management and control of the work. Below are the Project management requirements which Contractors needs to comply at different stage of theProjects:
- 1.2 Participate in the Project kick-off Workshop with Project stakeholders designated by Engineer in Charge. The kick-off Workshop shall accomplish the following objectives:
 - Common understanding of the Project goals and objectives
 - Define respective roles and responsibilities and
 - Agree on the methods of communication and reporting throughout the Project duration.
- 1.3 Participate in monthly Project status review meetings and present the Project progress update in the meeting. The frequency of Project status review meetings may change based on actual requirements.
- 1.4 Schedule: The Contractor shall submit detailed schedule in Prima Vera with narration in soft and hard copies that cover's the full scope of Contractor's work within 30 calendar days of date of appointment. This will be reviewed within 15 calendar days by Employer. The Contractor shall incorporate the comments and resubmit the schedule no later than 15 calendar days after receiving the comments from Employer. Upon approval, the above schedule will become the baseline schedule for all thefuture monitoring and tracking.
- 1.5 The Contractor should keep to the following guidelines
 - Develop and incorporate a detailed Work Breakdown Structure (WBS) for all Project schedules that are submitted.
 - All schedules shall be created, maintained and submitted to Employer in Oracle Primavera P6 or higher version of Primavera P6 in an electronic format.
 - All schedules shall follow the Critical Path Method (CPM) of scheduling and shall have meaningful and realistic logical ties and relationships between activities.
 - The use of negative lags is not permitted in the baseline and all other versions of the schedule.
 - The schedule must contain all the long lead procurement items identified.
 - Shall exercise reasonableness while assigning constraints in schedule and milestones
 - The Contractor shall allocate the Contract amount in detail to all the activities. It shall be used as guide for progress (S-Curve) monitoring only. Progress S-Curve to be updated each month and Progress Measurement will be on the basis of

Earned Value Management.

- The Contractor shall provide narration with all the calculations, reports, forecast, supporting documents and detailed list of assumptions made on the development of the project schedule.
 - Activities shall comprise of specific and measurable elements of work. Durations for each activity shall be calculated using productivity rates.
 - All schedules shall be resource loaded and Resource Histogram shall be submitted along with schedule.
 - Upon approval, the copy of the Baseline schedule will become the first Current Schedule. The Contractor shall not change the approved schedule unless instructed in writing by the Employer. It shall be used as basis for measuring progress performance.
 - The Current schedule shall be actively updated and maintained by the Contractor every month.
 - The updated Primavera P6 schedule file should be submitted every month along with Monthly progress report in electronic format. A pdf copy of the updated schedule with all activities also needs to be submitted
 - A schedule narrative document shall accompany the updated electronic schedule describing the work performed in the reporting period.
 - Two month look ahead schedule should be submitted along with the Monthly Progress Report.
- 1.6 Cash Flow: Cash Flow shall be extracted from Baseline Schedule and Updated Schedule every month. Cash Flow shall be submitted along with Monthly Progress Report to show the actual versus plan and updated on monthly basis
- 1.7 Lessons Learned Database: The Contractor shall develop and actively maintain a “lessons learned” database on a monthly basis (to be included in the monthly Project report) and submit it to Employer at the end of the Project during closeout.
- 1.8 Risk Register: Maintain an active risk register addressing the risks and mitigation measures (could be in excel format) that lists the Project risks related to their Scope of Work. Risk Register shall be updated every month and to be submitted every month along with Monthly Progress Report.
- 1.9 Inter-Project Links: Identify potential inter-Project links, inter-dependencies or conflicts/ interference to work or work areas and narrate them in the monthly progress report.
- 1.10 Monthly Progress Report: Prepare and submit a monthly progress report no later than 7 days of each month (standard format and template will be provided by Employer at a later date). Items 3 to 7 mentioned above shall be the minimum information that will need to be included in the monthly progress report.
- 1.11 Monthly payments are subject to timely submission of monthly progress report and the monthly updated electronic schedule file in the required and acceptable format.

SCHEDULE Q QUALITY ASSURANCE

Q.1 GENERAL:

The Contractor shall implement a Project Quality Management Plan in accordance with ISO- 9001 “Quality System – Model for Quality Assurance in Design/Development, Production, Installation and Servicing” or any other system as approved by Engineer to ensure that all materials, workmanship, plant and equipment supplied and work done under the contract meets the requirements of the contract. This plan shall apply to all activities related to the quality of items, including designing, purchasing, inspecting, handling, assembling, testing, storing, and shipping of materials and equipment and different elements of construction work and installations of system components.

The Quality Plan to be prepared by the Contractor and submitted to the Engineer shall follow the requirements of ISO 9001 and address each element therein. This Quality Plan / QA manual, specific to this work must be submitted within one month of award of contract.

Running on account payment will be released after the following milestones are achieved and Engineer has issued a ‘Notice of No Objection’ or a Notice of No Objection subject to (specifying the condition).

- Release of on-account payment after two months of signing the contract agreement – On submittal of QA Manual duly approved by Engineer (ER). Otherwise 10% of the running bill be withheld till compliance.
- Closure of Non-conformance Report – Action taken on non-compliance and its closure to be ensured within 15 days of issue of non-conformance report. In case of non-closure of report, running on-account bill will be withheld @ 1 % of amount for every non-closure, till the same are closed satisfactorily.
- Release of on-account payment after four months and thereafter every 3 months from the date of start of work – On submittal of Internal Quality Audit Report duly reviewed by Engineer and Action Taken Report. Otherwise 10% of the running bill be withheld till compliance.
- Release of Final bill –
 - i. Closure of all non-conformance reports
 - ii. Submittal of all quality documented record pertaining to monitoring and accountability including QA Manual & Procedures Registration of the Contractor’s organization, or subcontractors or sub-consultants is not required for this Project but the Project Quality Management Plan as submitted shall meet the intent of the ISO 9001 requirement in that there is a comprehensive and documented approach to achieving the project

quality requirements.

Q.2 Quality Assurance Management Plan

- 2.1 The Project Quality Management Plan (PQMP) shall as a minimum address the quality system elements as required by ISO 9001, generally noting the applicability to the Contractor's Works Programme for the Project. Procedures or Quality Plans to be prepared by others (Suppliers, Subcontractors, Sub-consultants) and their incorporation in the overall PQMP shall be identified.
- 2.2 The Contractor shall provide and maintain a Quality Assurance Plan (QA) to regulate methods, procedures, and processes to ensure compliance with the Contract requirements. The QA Plan, including QA written procedures, shall be submitted to the Engineer for his review.
- 2.3 Adequate records shall be maintained in a readily retrievable manner to provide documented evidence of quality monitoring and accountability. These records shall be available to Employer at all times during the term of the Contract and during the Defects Liability Period and for a five-year period thereafter.
- 2.4 The Plan shall identify:
 - Design Process: that control, check and verify the accuracy, completeness and integration of the design shall be performed by certified personnel and in accordance with documented procedure that have the written consent of the Engineer.
 - Special Processes: that control or verify quality shall be performed by certified personnel and in accordance with documented procedures that have the written consent of the Engineer;
 - Inspection and Test: Inspection and testing instructions shall provide for reporting non-conformances or questionable conditions to the Engineer; Inspection shall occur at appropriate points in the installation sequence to ensure compliance with drawings, test specifications, process specifications, and quality standards. The Engineer shall designate, if necessary, inspection hold points into installation or inspection planning procedures;
 - Receiving Inspection: These procedures shall be used to preclude the use of nonconforming materials and to ensure that only correct and accepted items are used and installed; Identification and Inspection Status: a system for identifying the progressive
 - inspection status of equipment, materials, components, sub-assemblies, and assemblies as to their acceptance, rejection, or non-inspection shall be maintained;
 - Identification and Control of Items: an item identification and tractability control shall be provided;
 - Handling, Storage, and Delivery: provide for adequate work, surveillance and inspection instructions.
- 2.5 The Plan shall ensure that conditions adverse to quality such as failures,

malfunctions, deficiencies, deviations, and defects in materials and equipment shall be promptly identified and corrected.

- 2.6 The Plan shall provide for establishing, and maintaining an effective and positive system for controlling non-conforming material including procedures for the identification, segregation, and disposal of all non-conforming material. Dispositions for the use or repair of nonconforming materials shall require the Engineers consent.

Q.3 Plan Implementation and Verification

- 3.1 The Plan shall clearly define the QA Organization. Management responsibility for the QA shall be set forth on the Contractor's policy and organization chart. The Plan shall define the requirements for QA personnel, their skills and training. Records of personnel certifications shall be maintained and monitored by the QA personnel. These records shall be made available to the Engineer for review, upon request.
- 3.2 The QA operations shall be subject to the Engineers, Employer or Employer's authorized representative's verification at any time, including: surveillance of the operations to determine that practices, methods and procedures of the plan are being properly applied; inspection to measure quality of items to be offered for acceptance; and audits to ensure compliance with the Contract documents.
- 3.3 The contractor's Quality Audit Schedule shall be submitted to the Engineer for consent every three months or more frequently as required.
- 3.4 The results of Quality Audits shall be summarized in the Contractor's Monthly progress reports.
- 3.5 The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out on-site and off-site surveillance of Quality Assurance Audits to verify that the quality system which has the consent of the Engineer is being implemented fully and properly.

SPECIAL CONDITIONS OF THE CONTRACT

1.1 Land

1.1.1 Land for Contractor's Use:

The contractor will be permitted to use Authority's land if available nearby for execution of work temporally. The contractor shall have to make his own arrangements for clearing the site, leveling, providing drainage and other facilities for labor staff colonies, site office, workshop or stores and for related activities. The Contractor shall apply to the Authority within a reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account. The Authority/ Authority's representative reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

1.1.2 Surrender of Occupied Land

The Government land as here in before mentioned shall be surrendered to the Authority/ Authority's Representative within seven days, after issue of completion certificate. Also, no land shall be held by the contractor longer than the Authority shall deem necessary and the contractor shall on the receipt of due notice from the Authority/ Authority 's Engineer, vacate and surrender the land which the Chief Engineer may certify as no longer required by the Contractor for the purpose of the work.

The Contractor shall make good to the satisfaction of the Authority/ Authority's engineer any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Authority/ Authority 's representative on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the. Authority/ Authority 's representative the land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

1.1.3 Contractor not to Dispose off Soil etc.

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Authority may upon request from the contractor, or if so stipulated in the conditions of the contract allow

the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

1.2 Explosive and Fuel Storage Tanks

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Andhra Pradesh State Government and Government of India. The tanks, above ground and having capacity in excess of 2,000 liters, shall not be located within the camp area, nor within 200 m, of any building.

1.3 Indemnity Bond

I _____ contractor S/o _____ aged _____ Yrs. Resident of _____ do hereby bind myself to pay all the claims may come

(a) under Workmen 's Compensation Act. 1933 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum Wages Act 1948 (c) under payment of wages Act. 1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the authorities. Accepting for the recovery of such claims, effected from any of my assets with the authorities.

1.4 Plant and Equipment

- 1.4.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.
- 1.4.2 It is expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the authority does not undertake responsibility towards their supply.

1.5 Conflict of Interest

- 1.5.1 Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Authority/ Authority's representative, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Authority/ Authority's representatives shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Authority/ Authority 's representative shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor

under this or any other contract.

1.6 Contract documents and materials to be treated as Confidential

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

1.7 Security Measures

- 1.7.1 Security requirements for the work shall be in accordance with the Government 's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- 1.7.2 All contractor's employees, representatives and sub-contractor 's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee 's number and shall be worn at all times while at the site. Individual labor will not be required to wear identification badges
- 1.7.3 All vehicles used by the contractor shall be clearly marked with contractor 's name.
- 1.7.4 The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non- working period including nights, Sundays and holidays for duration of the contract.
- 1.7.5 Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect.
- 1.7.6 Separate payment will not be made for provision of security services.

1.8 Firefighting Measures

- 1.8.1 The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- 1.8.2 Separate payment will not be made for the provision of fire prevention measures.

1.9 Sanitation

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Employer/ Employee 's representative may enforce them at the expenses of the Contractor.

1.10 Training of Personnel

The contractor, shall, if and as directed by the Authority/ Authority 's representative provides free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workman etc. not exceeding six in number at any one time on the contractor 's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Authority/ Authority 's representative in consultation with the contractor.

1.11 Possession Prior to Completion

The Authority/ Authority 's representative shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with this contract, except where expressly otherwise specified by the Authority/ Authority 's representative.

1.12 Payment upon Termination

If the contract is terminated because of a fundamental breach of contract by the contractor, the Authority/Authority's Representative shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Authority exceeds any payment due to the contractor the difference shall be a debt payable to the Authority. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

1.13 Access to the Contractor's Books

Whenever it is considered necessary by the Authority/Authority's Representative to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials & Item of works and any or all data relevant to the item or necessary to by the Authority/ Authority's representative. and by any other persons authorized by the Authority/ Authority 's representative in writing.

1.14 B.I.S. [I.S.I.] Books and APSS to be Kept at Site

A complete set of Indian Standard specifications, CPHEEO manual on sewerage and treatment and any other relevant literature referred to in —Technical Specifications‖ and A.P.S.S. shall be kept at site for reference.

1.15 Site Order Book

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by Authority's Representative in direct charge of the work and by the contractor or by his representative. In important cases, the Authority's Representative will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Authority's Representative.

1.16 Income Tax

- 1.16.1 During the currency of the contract deduction of income tax at 2% or as required as per IT rules shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs. 10,000/- for deduction of tax at rates lower than 2% procedure stipulated under section 194-C (4) of Income Tax Act, 1961 shall be followed.
- 1.16.2 Income Tax clearance certificate should be furnished before the payment of final bill.
- 1.16.3 The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

1.17 Seigniorage Charges

- 1.17.1 The Seigniorage charges will be recovered as per G.O.Ms.No. 37, Industries & Commerce (M.II) Department, Dated: 15-03-2024 from the work bills of the contract, based on the theoretical requirement of materials at the following rates..

S. No.	Material	Seigniorage
1.	Sand	Rs.100.00 / cum.
2.	Metal	Rs.90.00 / cum.
3.	R.R. stone for masonry.	Rs.90.00 / cum.
4.	Revetment stone.	Rs.90.00 / cum.
5.	C.R.S. stone.	Rs.90.00 / cum.
6.	Gravel./Ordinary earth	Rs.45.00 / cum.

- 1.17.2 Therates are liable to be revised and amended from time to time by the State Government, by notification in the 'Andhra Pradesh Gazettee'. If the revised seigniorage fee is more than the above mentioned, the recovery from the contractor's bills is as per revised rates, without modifying the proposed seigniorage charges as mentioned above.
- 1.17.3 The seigniorage charges are to be recovered as provided in the agreement. Any escalation in these charges beyond the provisions of the agreement is to be borne by the department debiting such escalated amount to the works estimate concerned. (As per G.O. Ms. No. 100, Industries and Commerce (M.I) Dept.,

dated 31.10.2015.

- 1.17.4 Seignorage component loaded in Part-C of the estimate shall be added in each bill of the contractor and recovered.
- 1.17.5 Input Tax Credit (ITC) shall be effected as per the norms.
- 1.17.6 Good & Service Tax (GST)
- GST during the currency of the contract deduction towards GST according to which tax applicable on total value has to be deducted at source, while making payments to the bidder and as applicable time to time.
 - The total amount towards component of GST at applicable rate is shown in PART"II" of the estimate. This GST component loaded in the estimate (PART"II") shall be added in each bill of the bidders who opt for composition scheme and recovered.
 - The prospective bidder/service provider/contractor must be one having GST registration within the State of Andhra Pradesh and without which not eligible to bid, so that the State Government shall not suffer any loss of revenue. The prospective bidder/service provider/contractor is liable produce proof of its GST registration within the State of Andhra Pradesh as one of the eligibility criteria of technical bid qualifications. If in case not already registered shall undertake by affidavit to cause registered before bid finalization so to consider, however without which not eligible even from bid acceptance, for entering of contract agreement, even declared as eligible and accepted bidder and for such default not only forfeiture of EMD, but also be made liable for other civil and penal consequences.
 - GST at the rate of 18.0% on all the items of works. Any changes made in the GST structure from time to time shall be effected
 - The contractor should produce a valid GST Tax Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

1.18 Additional Works / Extra Items

- 1.18.1 Entrustment of the additional items contingent to the main work & within the scope of contract will be authorized by the employer & the contractor shall be bound to execute such additional items at no extra cost to the employer and the cost of such items shall be deemed to have been included in the contract price.
- 1.18.2 Entrustment of additional items of work contingent to main work and outside the scope of the contract will be authorized by the employer with the prior approval of the Committee constituted by the Government and the contractor shall be bound to execute such additional items and shall be compensated at the price decided by the Committee formulated by the Government.
- 1.18.3 Whenever additional items not contingent on the main work and outside the scope of original contract are entrusted to the contractor, entrustment of such items and the price to be paid shall be referred to the Committee formulated by Government for final decision.

1.19 Measurement of Works

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- 1.19.1 Measurements shall be recorded by EPC agency in M. Books and L.F. Books issued by the concerned Authority's Representative duly numbered and certified. The M. Books and L.F. Books have to be maintained by the EPC agency through authorized graduate engineers as per procedure prescribed in Code and finally to be handed over to the authority.
- The M. Books and L.F. Books shall be maintained by EPC Agency and bills are to be submitted to the Authority/Authority's Representative by the EPC agency along with a true extract of the entire set for checking and making payment. The Authority/Authority's Representative has to check the measurements and levels as per the standing codal provisions. The Authority shall keep the full set of true extract and return the originals to the agency for further use after due procedures completed. The entire original record shall be finally handled over for record to the Authority by the EPC Agency.
- 1.19.2 EPC Agency shall prepare monthly work bills based on measurements of work done and submit to Authority/Authority's Representative.
- 1.19.3 Payments shall be regulated in accordance with Schedule – H of payment component wise.
- 1.19.4 The eligibility for payment shall be limited to completed portions of works, subject to other conditions envisaged in the agreement and executive instructions from time to time.
- 1.19.5 The Authority's Representative is empowered to modify the sub-components reach- wise/stage-wise keeping the component unaltered.
- 1.19.6 In respect of EPC works the conventional Schedule- A giving the quantities against each item of work is dispensed with. Only project information regarding project features, major components as available are given in project profile of bid documents. Scope of work and basic project parameters of the project and deliverables shall be defined in the bid documents. The bidders shall review the data / information provided in bid documents and satisfy themselves. Any doubts shall be got cleared in pre bid meeting. The contractor shall quote the bid price in lump-sum after careful analysis of cost involved for the performance work considering all basic parameters, specifications and conditions of contract The bid offer shall be for the whole work and not for individual item / part of work. The bidder shall quote for the entire work on a single source responsibility basis. The cost of all items of work necessary to achieve the objective as setout in the basic parameters shall be included in the bid price. The total cost of work shall be mentioned.
- 1.19.7 In respect of EPC works the execution shall be strictly in accordance with bid conditions. Contractors shall not deviate from basic parameters of the project to reduce his costs. EPC being a turnkey system extra items / financial claims on the department contingent to the work other than price adjustments shall not be considered.
- 1.19.8 In respect of EPC the Internal Bench Mark (IBM) put to bid value shall be the basis for comparison of bids.

- 1.19.9 The agency shall furnish the detailed estimates prepared based on approved drawings as per provision of agreement.
- 1.19.10 Drawings given, listed and indexed in bid documents are indicative. The above drawings show the system, as a whole. The Contractor shall carry out investigation to prepare detailed layout, designs and drawings of all components of the work within the stipulated time period, to be approved by departmental authority. The contractor shall follow all relevant BIS codes / circulars issued by the department from time to time for various components of the works. In case of difference of opinion on technical matters between the contractor and the Engineer-in-charge, the decision of the appellate authority shall be final and binding on the contractor.
- 1.19.11 The appellate authority is Superintending Engineer in respect of designs and drawings approved by Engineer-in-charge.
- 1.19.12 The appellate authority is Chief Engineer, in respect of designs and drawings approved by Superintending Engineer
- 1.19.13 The appellate authority is the Committee constituted by the Government in respect of designs and drawings approved by Chief Engineer.
- 1.19.14 In case of EPC works, if the prime contractor desires to sublet a part of the work, he should submit the same at the time of filing bids (itself) or during execution, giving the name of the proposed sub-contractor, along with details of his qualification and experience. The bid accepting authority should verify the experience of the sub- contractor and if the sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sublet, including his past track record of completion and quality of work, he may permit the same. The aggregate value of works to be awarded on subletting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.
- 1.19.15 The Competent Authority, shall grant extension of time up to six months and the EPC Committee – III for beyond six months, subject to levying liquidated damages wherever necessary and the employer conveys the same to the agency.
- 1.19.16 Entrustment of additional items of work contingent to main work and within the scope of the contract will be authorized by the employer and the contractor shall be bound to execute such additional items at no extra cost to the employer and the cost of such items shall be deemed to have been included in the contract price quoted.
- 1.19.17 Entrustment of the additional items of work contingent to main work and out side the scope of the contract will be authorized by the employer with the prior approval of the Government and the contractor shall be bound to execute such additional items and shall be compensated at the price decided by the Government.
- 1.19.18 Payment in such cases where the designs approved result in "Substantial Reduction" in quantities of that component from the estimated quantities, the

payment schedule will be adjusted to the actual quantities only and limited as per estimate rates for that component. Payment schedule will remain unchanged in case of increase in the quantities in a component in terms of Memo.No.28569/M&MI (T-IV)/2012-1 dt.20-12- 2012 of I&CAD (PW) Dept.

- 1.19.19 M. Books and L.F. Books have to be issued by the Executive Engineer to EPC agency duly certified and numbered for recording measurements and levels. The M. Books and L.F. Books shall be maintained by EPC Agency and bills are to be submitted to the Engineer in Charge by the EPC agency along with a true extract of the entire set for checking and making payment. The Engineer-in-charge has to keep the full set of true extract with him and return the originals to the agency for further use. The entire original record shall be finally handed over for record to the Engineer-in-charge by the EPC Agency.
- 1.19.20 Wherever Quality Control agencies are in existence, such agency has to furnish certificates as prescribed separately.
- 1.19.21 The designs are to be submitted by the executing agency which shall be approved by the competent authority. The EPC agency responsible for the technical features of designs. The competent authority approving the designs is accountable to the department.
- 1.19.22 EPC Agency shall prepare monthly work bills based on measurements of work done and submit to Engineer-in-charge.
- 1.19.23 Payments shall be regulated in accordance with Annexure-II- Schedule of Payments component wise.
- 1.19.24 The components may be further divided into appropriate sub components and stages. The payment of each stage of sub component shall be expressed as percentage of total cost of approved bid amount which shall also be approved by the Superintending Engineer / Executive Engineer and shall form part of contract. Sum of all such stages of particular component shall be equal to the percentage of that component shown in Annexure-II of Schedule of Payments.
- 1.19.25 The percentage fixed for sub component shall be correlated to the main component and volume of the work.
- 1.19.26 The eligibility for payment shall be limited to completed portions of works, subject to other conditions envisaged in the agreement and executive instructions from time to time.
- 1.19.27 Bidder shall quote lump sum amount for the work as a whole.
- 1.19.28 The Chief Engineer is empowered to modify the percentage of components; stage wise based on the detailed investigation, detailed drawings, and detailed estimation done by the EPC agency keeping the total price bid unaltered, in respect of works accepted by authorities above level of Chief Engineer.
- 1.19.29 The Sub Divisional Officer and Engineer-in-charge shall exercise check to see that the bill submitted by EPC agency is in accordance with agreement conditions

and certified by the departmental Quality Control Authorities (or) 3rd Party Quality Control Agency (or) by both if both are deployed on the work.

1.19.30 Engineer-in-charge (E.E) should check the claim with reference to the measurements recorded to see that the percentage at which the bill is claimed is clearly traceable into the documents on which payments are to be made. Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of agreement conditions, security deposit for due fulfillment of the contract.

1.20 Roles and Responsibilities

1.20.1 Department Quality Control Staff.

- The Department Quality Control staff shall verify the records maintained at site by EPC agency and the third-party quality control agency. The filed quality control staff have to check 25% of works such as pipes, laying, jointing, testing including pumping machinery and record independently.
- DEEs, EEs & SEs have to check the above levels and measurements as per standing codal provisions and orders.
- Wherever quality control agencies are in existence, such agency has to record its findings in M. Books/L.F. Books besides furnishing certificates as prescribed separately.
- The Department QC Staff have to check 25% of the work such as pipes, laying, jointing, testing, concrete work, etc.
- Measurement will be recorded by the EPC agency for the finished work duly certifying that all tests are conducted and work done by the agency in accordance with specifications and contracts conditions by using the material specified in the contract.
- The EPC Agency shall prepare monthly work bills based on the recorded measurement of work done and submit to the Engineer-in-charge duly signed by them or his authorized signature for arranging

- On completion of the works, the third-party control agency and Department Quality Control staff have to certify that the work has been executed as per design and specifications satisfying intended scope of project as indicated in the agreement before making final payments to the EPC agency.

1.20.2 Salient points on the Duties of the Construction Engineers under E.P.C. System:

- Under E.P.C. System, the field Engineers are primarily responsible for Quality Assurance of the work executed by them and conduct all field tests before allowing further work.
- Shall check and produce to inspecting officers the following Records and O.K. Cards maintained by the E.P.C. Agency.
 - Site order.

- Register of Bench Marks.
 - Material O.K. Register.
 - Register of pipes, laying, jointing, testing.
 - Register of foundations.
- Salient Points on the Duties of Department Quality Control Staff.
 - Shall verify the records maintained @ site by the E.P.C. agency and the Third- Party Quality Control agency.
 - In case of Ambiguity of Test Results, they shall conduct tests in A.P. E.R.L. independently.
 - Shall issue quality certificates for releasing payment in absence of Third-Party Quality Control to the E.P.C. Agency during construction and after completion.
 - Shall certify that the work has been executed as per designs & Specifications (agreement) before final payment to E.P.C. Agency.

1.20.3 Third Party Quality Control Agency if employed.

- The Third-Party Quality Control Agency should possess all the testing facilities as per Agreement and conduct independent Testing to assure the Quality of Work.
- Shall verify 10% of the tests done by the E.P.C. Agency.
- Shall submit the Reports and Records to Engineer-in-Charge as per agreement with the Department.
- Shall give Quality Control Certificate for each work bill executed by the EPC Agency.