E-TENDER

FOR

Treatment of drains by Modular Technology using Geo Tubes for Kumbh Mela 2019

NIT No. 5247/610/631

Date 30.11.2018

Cost of the Tender Document : Rs. 3360.00 (incl. GST)
Earnest Money Deposit : as per respective package mentioned in NIT
Start Date of download of Tender : 01.12.2018
Last Date of Submission of Tender : 07.12.2018 (up to 14:00 Hrs)
Date of Opening of Tender : 07.12.2018 (at 15:30 Hrs)

Issued by: The General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj.

_mob. No. 9473942672, 9473942172
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Short Term E-Tender Notice

On behalf of Chairman, U.P. Jal Nigam, (UPJN) the General Manager, Ganga Pollution Control Unit, UPJN, Prayagraj, e-bids are invited in electronics tendering for “Treatment of drains by Modular Technology using Geotubes” from the interested firms/manufacturers/technology providers/ Joint Venture/Consortium having desired technical and financial capabilities upto 14:00 Hrs on 07.12.2018.

The details for submission of e-bids will be available in the tender document on the U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in from 01.12.2018 to 07.12.2018. Bidder must have proven experience, high repute, sound technical and financial capabilities for the work specified as below:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Name / Location of Drain</th>
<th>No’s of Drains / Approximate Total Discharge</th>
<th>Cost of Tender Document (in Rs. incl. GST)</th>
<th>Earnest Money (in Lakh Rs.)</th>
<th>Date of start of download</th>
<th>Last Date for online upload</th>
<th>Date of Opening</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(1Part)</td>
<td>Mawaiya Nala (26.06 MLD) – Naini, Alld.</td>
<td>26.06 MLD</td>
<td>3360</td>
<td>15.00</td>
<td>01.12.2018 up to 14:00 hrs.</td>
<td>07.12.2018 at 15:30 hrs</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Arail Bridge drain (2 MLD)-Naini Alld.</td>
<td>2.00 MLD</td>
<td>3360</td>
<td>1.20</td>
<td>01.12.2018 up to 14:00 hrs.</td>
<td>07.12.2018 at 15:30 hrs</td>
<td></td>
</tr>
<tr>
<td>4(1Part)</td>
<td>Rajapur Nala (18.00 MLD) – Rajapur, Alld.</td>
<td>18.00 MLD</td>
<td>3360</td>
<td>10.50</td>
<td>01.12.2018 up to 14:00 hrs.</td>
<td>07.12.2018 at 15:30 hrs</td>
<td></td>
</tr>
<tr>
<td>13 (Part)</td>
<td>Amitabh Bachhan Culvert (overflow) (10 MLD) – Baghada Alld.</td>
<td>10.00 MLD</td>
<td>3360</td>
<td>6.00</td>
<td>01.12.2018 up to 14:00 hrs.</td>
<td>07.12.2018 at 15:30 hrs</td>
<td></td>
</tr>
<tr>
<td>2 part</td>
<td>Lotey Haran/havelia Nala (4.45 MLD)-Jhunsi Alld.</td>
<td>4.45 MLD</td>
<td>3360</td>
<td>2.65</td>
<td>01.12.2018 up to 14:00 hrs.</td>
<td>07.12.2018 at 15:30 hrs</td>
<td></td>
</tr>
</tbody>
</table>

IMPORTANT TERMS AND CONDITIONS:

1. Only e-bidding is accepted. Hence the tenderer has to apply through e-tendering process.
2. **Main Experience/Minimum Qualification.**

   The bidder can be a company/ firm / contractor / solution provider or technology provider / manufacturer of geotube or geobag or geo textiles. In case of company/ firm / contractor / solution provider or technology provider, one should have experience of successful completion of treatment of waste water drain/treatment of water body / dewatering projects-(solid-liquid separation using geobags or geotubes or geotextiles)/ waste water treatment/ sea water treatment project for any government /PSU/reputed private industry / institution in last 10 years in India or abroad. In case of manufacturer of geotube or geobag or geotextiles the manufacturer has to furnish project list where his product has been used successfully for
solid-liquid separation using geobags or geotubes or geotextiles. The bidder shall produce completion certificate / certificate from client regarding successful completion of the work.

**Solvency:** Should be minimum 40% of work cost.

3. The cost of tender document as mentioned and Earnest Money shall have to be deposited through DD/FDR/BG or RTGS in Bank A/c. of Project Manager (IV), Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj i.e. Union Bank of India, Chowk, Prayagraj, A/c No. 394302010997094, IFSC Code – UBIN0539431. EMD in any other form shall not be accepted. No Interest shall be payable on Earnest Money.

4. The copy of UTR or receipt of RTGS/DD/FDR/BG (tender fee & EMD) shall be uploaded by the tender on [https://etender.up.nic.in](https://etender.up.nic.in) on or before 07.12.2018 upto 14.00 hrs.

5. The e-bids will be opened on 07.12.2018 at 15:30 hrs in the office of General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj.

6. For any other inquiries and details, contact to General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj. Pin code- 211007, Phone no. 2684179, Mo. No. 9473942672, 9473942172.

7. The U.P. Jal Nigam reserves the right to accept or reject any or all the bids without assigning any reasons, what so ever. Any claim of the tenderer shall not be entertained in this regard.

8. The rates quoted in the e-tender shall be valid for 120 days from the date of submission of tender.

9. All the conditions in the tender document should be read carefully and be fulfilled essentially.

10. The quantum of work can vary on either side up to any extent.

11. The bidders are advised to inspect the site before quoting the rates.

12. Flow data of drains may change as per actual requirement/ condition.

13. If the need arises, any other drain other than those listed above is also required to be treated in the opinion of UP Jal Nigam / Mela Pradhikaran, same shall be added in the scope of desirable firm as above or may be dropped if it is so required in opinion of U.P. Jal Nigam or Mela Pradhikaran.

14. In all the above packages, all the infrastructure and setup should be completed before 15th December 2018 or with in 7 days from the date of issue of LOI. No request for extension of time shall be entertained.

15. The rates given/ to be quoted shall be inclusive of GST and all other taxes/cess etc.

16. All TDS, I.T. Labour cess shall be deducted as applicable.

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(P.K. Agrawal)
General Manager

Endt. No.- 5247 / 610 / 631
Date: 30 / 11 / 2018

Copy to the following for information and necessary action Please:-

1. Commissioner, Prayagraj.
2. APD, SMCG – UP, Plot No.18, Sector 7, Gomti Nagar Extension, behind Dial 100 office, Lucknow.
5. Mela Adhikari, Prayagraj Mela Pradhikaran, Prayagraj.
8. Secretary (Management) U.P. Jal Nigam, 6-Rana Pratap Marg, Lucknow along with soft copy (C.D.) of the format with the request to enter on the website.
9. Executive Engineer (EDP) with copy of tender notice for posting at U.P. Jal Nigam website.
10. The Public Relation Officer, U.P. Jal Nigam, 6-Rana Pratap Marg, Lucknow along with the information on require proforma for publishing this tender notice in the well circulated National English/Hindi national news papers published from Delhi, Lucknow & Mumbai
11. General Manager (Ganga/Yamuna/Gomti) Varanasi/Kanpur/Lucknow/Ghaziabad.
13. All Project Managers under Ganga Control Unit, U.P. Jal Nigam, Prayagraj.
14. All registered Class A/B contractors working in this unit.
15. Office Notice Board.

General Manager
KUMBH 2019

Request for Proposal for

Treatment of drains by Modular (Geo tubes) Technology for Kumbh Mela 2019

INTRODUCTION

Kumbh is one of the largest religious gatherings in the world of Hindu pilgrimage of faith to bath at Sangam, Prayagraj - the meeting points of three rivers: the Ganga, the Yamuna and the mythical Sarasvati. 12 crore visitors from 75 nationalities are anticipated to be present of this mammoth event to be held from 14th January to 3rd March 2019.

List of key events and anticipated visitors is provided below:-

<table>
<thead>
<tr>
<th>#</th>
<th>Key Bathing days</th>
<th>Date/Day</th>
<th>Estimated Visitors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Makar Sankranti</td>
<td>15-01-2019 / Tuesday</td>
<td>120 Lakhs</td>
</tr>
<tr>
<td>2</td>
<td>Paush Purnima</td>
<td>21-01-2019 / Monday</td>
<td>55 Lakhs</td>
</tr>
<tr>
<td>3</td>
<td>Mauni Amawasya (Somvati)</td>
<td>04-02-2019 / Monday</td>
<td>300 Lakh</td>
</tr>
<tr>
<td>4</td>
<td>Vasant Panchami</td>
<td>10-02-2019 / Sunday</td>
<td>200 Lakhs</td>
</tr>
<tr>
<td>5</td>
<td>Maghi Purnima</td>
<td>19-02-2019 / Tuesday</td>
<td>160 Lakhs</td>
</tr>
<tr>
<td>6</td>
<td>Maha Shivratri</td>
<td>04-03-2019 / Monday</td>
<td>60 Lakhs</td>
</tr>
</tbody>
</table>

The H'ble Chief Minister of Uttar Pradesh has declared that the Kumbh2019 at Prayagraj shall be the most memorable event for pilgrims and has given the vision of ‘DivyaKumbh, BhavyaKumbh’ and has instructed that no drain without treatment meets the Holy Ganga.

Kumbh is managed by a special team of officials deployed for Mela management under the Pryagraj Mela Pradhikarad. The General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj is keen to realize the vision of the Hon'ble CM.

In continuation of EOI issued vide letter no. 4070/610/480 dated 04.09.2018 and opened on 29.09.2018, on behalf of Chairman, U.P. Jal Nigam, (UPJN) the General Manager, Ganga Pollution Control Unit, UPJN, Prayagraj reinvites bids of few drains as per NIT No. 5247/610/631 Dated 30.11.2018 in electronics tendering for “Treatment of drains by Modular Technology for Kumbh Mela 2019” ('the Project'), under the supervision of State Mission for Clean Ganga (SMCG), erstwhile SGRCA through its APD (Authority)from the interested firms/manufacturer/technology providers having desired technical and financial capabilities upto 14:00 Hrs on 07.12.2018. The details for submission of e-bids will be available in the tender document on the U.P. Govt's e-procurement website i.e. https://etender.up.nic.in from 01.12.2018 to 07.12.2018.
Key Instructions:

Interested Applicants should make note of the following key points:

- The General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj reserves the right to cancel the tender as a whole or in part without assigning any reasons.
- The Applicants are encouraged to conduct their own independent assessment, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their response.
- The General Manager, Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj reserves the right to update, amend and supplement the information given in this document at its sole discretion before the last date and time of submission of the responses.
- Applicants should submit their response in the formats provided in the last section of this document. Submission not conforming to the instructions or prescribed formats will be rejected.
- APD, State Mission for Clean Ganga, earliest while SGRCA, shall be the final authority, whose decision shall be final and binding on both parties.

i. **Scope of work:-**

Type A : Treatment of drains by Modular technology using Geo Tubes for Kumbh Mela 2019 as per list given NIT i.e. 1(Part), 4(Part),13(Part), 19, 2(Part)

Arrangement of power connection, fixed and variable energy consumption shall be borne by the bidder.

Bids for above drains were called by NIT no. 5084/610/594 dated 17.11.2018, however re bids are invited on the technology decided by Project Director, SMCG, Lucknow.

Note - In the case of any bidder intends to bid for more than one package, he shall submit separate bids for each package.

The scope of work and details of the services to be provided by the Bidder which broadly includes, but is not limited to, the followings is given below.

**Type A :**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Work Description</th>
<th>Tentative number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Treatment of drain using Geo bags/tubes/textiles for solid liquid separation including odour control and screening for floating material and its disposal, treatment and disinfection of effluent, safe disposal of solids and effluent with real time monitoring. Details are given in BOQ</td>
<td>job</td>
</tr>
<tr>
<td>2</td>
<td>Spreading of odour control remedies at select locations</td>
<td>job</td>
</tr>
<tr>
<td>3</td>
<td>Sludge removal &amp; its safe disposal</td>
<td>job</td>
</tr>
<tr>
<td>4</td>
<td>Solids/Floating material removal &amp; its safe disposal</td>
<td>job</td>
</tr>
<tr>
<td>5</td>
<td>Sample testing weekly for each drain</td>
<td>job</td>
</tr>
</tbody>
</table>

**Evaluation criteria of Bio remediation of drains during demonstration period under normal condition.**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameters</th>
<th>Influent (subject to actual data of testing before treatment)</th>
<th>Required Effluent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BOD$_{3,27}$ (Biochemical Oxygen Demand) of filtered sample</td>
<td>≤ 250 mg/l</td>
<td>≤ 30 mg/l</td>
</tr>
<tr>
<td>2</td>
<td>COD (Chemical Oxygen Demand) of filtered sample</td>
<td>≤ 350 mg/l</td>
<td>≤ 100 mg/l</td>
</tr>
<tr>
<td>3</td>
<td>TSS (Total suspended Solids)</td>
<td>≤ 400 mg/l</td>
<td>≤ 50 mg/l Or 75% reduction in TSS load</td>
</tr>
<tr>
<td></td>
<td></td>
<td>value from the initial reading</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>FC (Fecal Coliform)</td>
<td>About 2000 MPN/100 ml</td>
<td>&lt;1000 MPN/100 ml</td>
</tr>
<tr>
<td>5.</td>
<td>pH</td>
<td>6.5</td>
<td>6.5-9.0</td>
</tr>
</tbody>
</table>

**Note :--**
- Above items of work may change as per technology.
- Separate BOQ can be proposed by the bidder suitable to the proposed technology.
- Desired parameters are not achieved, no payment shall be made or reduced payment shall be made all deemed to be fit and appropriate in the opinion of competent authority.
- The deliverables will be on **hiring basis** and necessary systems/equipments/instruments/manpower etc. will be supplied, transported, installed, operationalized, decommissioned and demobilized and / or shifted for its use at another location as specified by U.P.J.N. during the period of Contract by bidder and will be the property of bidder after the contract period.

**ii.** Weekly testing of samples shall be done PCB or MNNIT or NABL accredited labs and the incurring cost shall be borne by the contractor/ bidder.

**iii.** The performance shall also be monitored by Third Party Inspection (TPI) appointed by SMCG. Cost of TPI shall be borne by SMCG.
iv. **Language of Tender / Contract:**
The language of the Tender shall be in English and all correspondence, drawings etc. shall conform to English language.

v. **Duration of Contract:**
- In all the packages all the infrastructure and setup should be completed before 15th December 2018 or with in 7 days from the date of issue of LOI.
- Duration for treatment and O&M – 4 months or as desired by Mela Pradhikaran.

**Pre Bid Site Inspection:**
The interested bidders are advised to visit the sites & towns prior to the bid submission and get themselves acquaint with the actual site conditions and may hold discussions with the concerned ULB if so required. However no travelling and any other cost / expense shall be payable for this purpose.

Where necessary, before submitting the Bid the Bidder should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the work/service and materials necessary for the completion of the works/services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

vi. **Cost of Bidding Document:**
The bidder shall bear all costs associated with the preparation of submission of its bids. U.P.J.N. shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

vii. **Clarification by Bidder:**
Intending Bidder will be allowed to seek clarification in specifications, Conditions of Contract, etc. in writing to U.P.J.N., within 48 hours before the opening of bid, U.P.J.N. will communicate such clarifications to all the intending Bidder who have purchased or downloaded the tender document from the U.P.J.N. in writing before submission of tender. All such communication like addendum, amendment and clarifications shall form part of the tender documents.

viii. **Pre Bid Meeting:**
No pre bid meeting is proposed as EOI in this regard had already been called vide letter no. 4070/610/480 dated 04.09.2018 and opened on 29.09.2018 and presentation from the participants was taken on 04.10.2018 at Lucknow and necessary clarification were given.

1. **Method of submitting the bid application:**
   i. The tender is in two bid system.
   ii. Those who participated in EOI issued vide letter no. 4070/610/480 dated 04.09.2018 and opened on 29.09.2018 on e-tender website [https://etender.up.nic.in](https://etender.up.nic.in) and got qualified, need to upload their Technical Documents as per NIT along with receipts of payments of Cost of Tender Document and Earnest Money. Those who could not participate in the above process or could not upload desired credentials but are willing to participate need to upload all Technical Document and relevant proven experience in accordance with the conditions in EOI Document/ Tender Document.
   iii. If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
iv. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

v. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the partnership deed and current address of all the partners of the firm shall accompany the application.

vi. If the bidder is limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder shall also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

vii. At any time prior to the Submission Deadline, the U.P.J.N. may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents by addendum. These shall be made available only on the U.P.J.N.’s website. All relevant information like minutes of pre-bid meeting and response to the bidder’s query shall only be available in the website of U.P.J.N.

viii. It is bidder responsibility who purchase or download the tender document to contact with U.P.J.N. and check regularly on the U.P.J.N.’s website before submission of its Bid. All these addendum, amendment and clarification shall be deemed to be part of the tender document and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. The earnest money also liable to forfeited if bidder fail to furnish the information given in addendum, amendment and clarification in its Bid.

ix. In order to afford prospective Bidders reasonable time in which to take the amendment into account while preparing their Bids, the U.P.J.N. may, at its discretion, extend the Submission Deadline. Details of time extension, if any will be provided in the website of U.P.J.N.

2. EARNEST MONEY and TENDER DOCUMENT COST:

The cost of tender document and Earnest Money (for each package separately) shall have to be deposited through DD/FDR/BG of schedule bank or RTGS in Bank A/c. of Project Manager (IV), Ganga Pollution Control Unit, U.P. Jal Nigam, Prayagraj i.e. Union Bank of India, Chowk, Prayagraj, A/c No. 394302010997094, IFSC Code – UBIN0539431. EMD in any other form shall not be accepted. No Interest shall be payable on Earnest Money. Those who have submitted EMD in response to NIT No. 5084/610/595 dated 17.11.2018 need not to resubmit but should again upload photo copy of UTR/Receipt. However tender fee shall have to be deposited as per NIT.

i. The earnest money shall be liable to forfeiture if the Bidder after submitting his tender modifies his offer or the terms & conditions thereof in any manner, even if U.P.J.N. has not suffered any loss, during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of bidder fails to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the U.P.J.N. under contract and law.

ii. The earnest money will be returned to all unsuccessful bidder without interest as soon as practicable, after decision on tenders. The earnest money to the successful bidder will be returned after furnishing of security deposit. No interest shall be payable on the amount of earnest money in any case.
3. **Documents required with the technical bid:**

i. Self-attested copies of the documents mentioned in Technical capability and Financial capability are to be uploaded with the bid, failing which the tender will be rejected.

ii. The bidder shall sign on each page of tender document for acceptance of all terms and conditions.

**Technical capability:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
</table>
| 1     | The Applicant should, within last 5 years preceding the EOI Application Due Date, should have proven experience of having successfully completed as per NIT.  
1. The experience cited could include experience of Applicant’s ultimate parent or ultimate parent’s current subsidiary.  
2. The applicant may be a firm/contractor/manufacturer or technology provider. | Contracts/ Work Orders for experience cited and Certificate of successful completion of the event as per NIT. |
| 2     | The Applicant should be either an existing Firm registered in UPJN or company registered in India under the Company Act, 1956 or should be eligible to register as a company to carry out stated activities, should the Applicant be selected. | Certificate of Incorporation/Registration |
| 3     | Applicant may be a single entity or a Consortium of a maximum of 3 (three) members. |  |

**Financial capability:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Documents to be Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Applicant should have average annual turnover in the last three (3) years should be at least 30% of work cost.</td>
<td>Audited/Certified Annual Financial Statements and Annual Report for the last three financial years and Certificate from the Statutory Auditor.</td>
</tr>
<tr>
<td>2</td>
<td>The Applicant should have a positive net worth in at least three (3) out of the last five (5) financial years.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Solvency</td>
<td>As per NIT Should be minimum 40% of work cost</td>
</tr>
</tbody>
</table>

- In case of a consortium, it shall comply with the following:
  - Number of members in a Consortium should be limited to 3 (three)
- In case of a Technology provider, it shall comply with the following:
  - Technical expertise shall be that of Technology provider, who will guarantee the successful completion of treatment and project as a whole.
  - In case of manufacturers affidavit to guarantee the work done will be required from the manufacturers.
- At this stage, the Applicant may or may not declare the complete nature of the consortium but at the proposal stage preference would be given to Applicant that can collectively demonstrate experience in projects of similar nature.
- The Applicants will assess on technical and financial capabilities.

4. **Performance security deposit:**

i. The successful bidder shall furnish within a week of the acceptance of his tender a Performance Security Deposit of 10% of Contract price for respective package as BG/FDR of scheduled bank in favour of U.P.J.N.

ii. The Security Deposit shall be furnished in favour of the U P Jal Nigam as mentioned in LoI.
iii. The Security Deposit furnished by the bidder shall be subject to the terms & conditions given in the Annexure of this tender and U.P.J.N. will not be liable for payment of any interest on the security deposit or any depreciation of value of the equipment/material/machinery etc. employed for the perform.

iv. If the successful bidder had previously held any contract in U.P.J.N. and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

5. Submission of Bids:
   
i. Tenders which do not comply with this instruction shall be summarily rejected.

   ii. The bid shall be accompanied by earnest money as mentioned in NIT and para 2 of this RFP, of respective package by way of Demand Draft in favour of U.P.J.N. payable at Prayagraj/ Allahabad. All credentials, documents and copies of certificate/information called for shall be submitted as per tender document with the bid.

   iii. Necessary clarification if any required by U.P.J.N. shall be furnished by the bidder within the time given by U.P.J.N. for the same. The U.P.J.N. is at liberty to verify any or all documents submitted by the bidder, even by referring to third parties.

   iv. It should be clearly understood by the bidder that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.

   v. The tender form shall be filled in by the bidder clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of bidder, however, is permitted in exceptional circumstance but not as a matter of right.

6. Last Date for Submission
   The e-bids will be submitted on the U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in from 01.12.2018 to 07.12.2018 till 14:00 hrs.

7. Modifications and Withdrawal of Offers
   As per conditions on U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in.

8. Manner of submission of tender (Two Bid system)
   Tenders shall be submitted in two stages on U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in. One envelope shall contain the technical documents & documents related to eligibility criteria duly super-scribed as "technical Bid" and Fee and EMD deposit details. Second envelope shall contain the price details duly super-scribed as “Price Bid”. Technical and Financial bid will be opened on the same day.

   The two envelopes to be uploaded shall contain the following:

   **Envelope No. 1 (Technical Bid):**
   a. RTGS receipt of EMD
   b. RTGS receipt of Non-refundable tender fee.
   c. All documents required as per Eligibility Criteria (to be submitted in the same chronological order as asked in the Criteria)
   d. All required annexure to be filled and submitted as asked in the tender document.
   e. Work Plan/ Methodology
Envelope No. 2 (Price/ Financial Bid):

This envelope shall only contain the Price (Financial) Bid. The price bid shall be filled as per original enclosed schedule and in which the bidder participation requiring shall typed or written in indelible ink in words and figures at appropriate places as.

Rates

Rate shall be quoted inclusive of all State/Central/Local Government taxes such as GST, Labour Cess, duties and other expenses.

9. Opening of tender

The tender i.e. technical bid will be opened in Ganga Pollution Control Unit, U.P.J.N., Naini, Prayagraj/ Allahabad Office. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

At the stipulated time of opening, Envelope No.1 shall be opened first. The offers from those bidders who are unable to unconditionally accept tender conditions or who fail to deposit the required E.M.D and Valid documentary proof of eligibility criteria will be rejected and Envelope No 2 containing tender documents shall not be opened.

The price bid of only those bidders will be opened whose technical bid are found to be acceptable as per the evaluation criteria for technical bids.

In the event of more than one bidder becomes L1, the Competent Authority, reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organisation.

10. Examination of Bids and Determination of Responsiveness:

i. For evaluation / examination of technical & price bids, an independent selection committee will be formed and the price bids will be opened only in respect of eligible and technical qualified bidders in accordance with the eligibility and evaluation criteria. Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer (U.P.J.N.) processing of bids or award decisions may result in the rejection of the bidder’s bid.

ii. A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work inconsistent with the bidding documents, the

iii. Employer’s rights or the bidder’s obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

iv. If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

11. Award criteria

The employer shall award the contract to the Bidder whose Bid has been determined to the responsive to the bidding documents and who has offered the lowest evaluated Bid Price.
12. Notification of Award and signing of agreement.

i. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the bidder in consideration of the execution and completion of the works by the bidder.

ii. The notice of tender and any other communication circulated to the tender shall form part of the contract document. The successful bidder on acceptance of his tender by accepting authority shall within 7 days of date of the Award Letter of the work sign the contract agreement consisting of Notice Inviting tenders, General conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.

iii. The contract agreement shall be executed on a non judicial stamp paper of Rs. 100/- and the cost of the same shall be borne by the bidder.
LETTER OF ACCEPTANCE

To:
(Name and address of the bidder)

Dear Sirs,

This is notify you that your Bid dated (Date) for execution of the ________________ (Name of the contract and identification number, as given in the instructions to Bidders) for the Contract Price of Rupees ______________(amount in words and figures as corrected and modified in accordance with the instructions to Bidders is hereby accepted by our agency.

You are requested to furnish the Performance Security for an amount equal to 10% of the contract price in the form and manner and as per terms and conditions of the tender documents within 15 days from the date of issue of this LoA.

Execute the contract agreement within 7 days from the date of issue of this LoA.

All other terms and conditions shall be binding on you as per the tender document. Please acknowledge receipt.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency.
ISSUE OF NOTICE TO PROCEED WITH THE WORKS

To

(Name and address of the bidders)
………………………………………………………………
………………………………………………………………

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB and signing of the contract for the implementation/construction of a Bid Price of Rs. you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized to sign on behalf of Employer)
CONTRACT FORM

This Contract made the ................................ day of .................................... to
......................................... between the President of India acting through ( designation) Ministry of
............................. , Department of ................................. , Government of India (Address) (name
and address of Employer) (hereinafter called “the Employer”) and
.................................................................

(Name and address of bidder) (hereinafter called “the Bidder” of the other party).

WHEREAS the Employer is desirous that the Bidder executes.

.................................................................

.................................................................

.................................................................

.................................................................

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

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS: 1. In this Contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement. 2. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provisions of the contract. 3. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and in remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. 4. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.: i) Letter of Acceptance ii) Notice to proceed with the works iii) Bidder’s Bid iv) Price Bid v) General conditions of contract (including special conditions of contract) vi) Specifications vii) Drawings viii) Bill of quantities ix) Any other documents listed in the contract data as forming part of the contract

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

Binding signature of Employer Signed by .................................................................

(for and on behalf of the President of India)

Binding signature of Bidder Signed by .................................................................

(for and on behalf of ..................................... duly authorized vide Resolution No ................. dated .............. of the Board of Directors of .................)

In the presence of (Witnesses)
2. GENERAL CONDITIONS OF CONTRACT

TERMS & CONDITIONS

I. DEFINITION:
   (a) The terms ‘Contract’ shall mean and include the invitation to tender incorporating also the instruction to bidder, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
   (b) The terms U.P.J.N. wherever occurs shall mean U P Jal Nigam and will include its General Manager and its successor or successors and assignees.
   (c) The terms GM shall mean General Manager and its successor or successors and assignees.
   (d) The term “Bidder” shall mean and include the person or person, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
   (e) The term ‘Contract Rates’ shall mean the rate of payment accepted by the GM, U.P.J.N. for and on behalf of U.P.J.N.
   (f) The term “Employer” shall mean U.P.J.N.

II. PARTIES TO THE CONTRACT
   (a) The parties to the contract are bidders and U.P.J.N, represented by the GMand/or any other person authorized to act on behalf of the U.P.J.N.
   (b) The person signing the tender or any other document(s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority U.P.J.N. may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

III. CONSTITUTION OF BIDDERS
   (a) “The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities” Bidder shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or companies and name of the Karta of Hindu Undivided Family shall be indicated. The bidders shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney form the bidder(s) in respect of the bidder and whose acts shall be binding on the bidder(s).
   (b) The contactor shall well acquaint and study carefully and get clarified site conditions, surroundings, approaches, working conditions, the materials, machines, equipments, specifications, schedule of quantities, frequencies of different operations and conditions of the tender documents and to get clarifications and explanations, if required, from the Officer in Charge to fully appreciate the scope of work before quoting his rates.
   (c) The bidders shall not make any change in the constitution of the firm during the currency of the contract, without the prior approval of the U.P.J.N. The bidders shall notify, to the U.P.J.N. about the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the U.P.J.N. shall have the right to terminate the contract at its discretion.

IV. SUBLETTING
The bidder(s) shall not sublet transfer or assign the contract or any part thereof without the prior written approval of the U.P.J.N. In the event of the bidders contravening this condition the U.P.J.N. is entitled to terminate the contract and to get the balance items under the contract extended at the risk
and cost of the bidder and the bidder(s) shall be liable for any loss or damage which the U.P.J.N. may sustain in consequence or arising out of such replacing of the contract.

V. Execution of work: Bidder’s Responsibilities:

(a) The bidder shall ensure quality work in a planned and time bound manner. Any sub standard material/ work set beyond out tolerance limits shall be summarily rejected by the competent authority.

(b) The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the competent authority and nothing extra shall be paid on this account.

(c) The bidder shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

(d) The bidder shall dump garbage/ malba/ wastage at specified /demarcated/notified site/ground by the local municipal authorities (ULB) on his own cost and responsibility and shall not stack building material / malba on road or on the land owned by any other authority, as the case may be. It will be the responsibility of the bidder in consultation with ULB/GPCU to identify the dumping site/ground and to get permission from the concerned local authority/corporation on his own responsibilities and expenses.

(e) No assistance of any kind shall be made available by the department for the purchase of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only for the executed work.

(f) Work shall be carried out on all days including Sundays and Holidays. The bidder shall attend complaints received in connection with the services immediately.

VI. LIABILITY FOR PERSONNEL

(a) All persons employed by the bidder(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act 1970, the Indian Factory Act the Workmen compensation Act ‘Employees Provident Fund Act’ and under minimum wages Act and various other statutory enactments shall be that of the bidder.

(b) The bidder shall indemnify the U.P.J.N. against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Bidder. The bidder shall Co-ordinate with ESI authorities to get the family treatment card for his staff.

(c) The bidder shall also make available such returns/records for inspection by authorized by U.P.J.N. The bidder shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.

(d) The biddershall regularly liquidate any financial liability under the contract towards fulfilling statutory obligations stipulated in different labour Act/rules/instructions/ circulars etc. applicable to the contract and submit proof of having fulfilled the same.

VII. PERIOD OF CONTRACT:

The Contract shall remain in force for all purpose for a period of 4 months in from the date of award of contract, which may be further extended based on further guidelines and approval from SMCG/NMCG and satisfactory performance, cost implication and mutually agreed terms and conditions. U.P.J.N. reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving 7days’ notice in writing to the bidder(s) at their last known place of residence/business and the bidders shall not be entitled to any compensation by reason of such termination. The action of U.P.J.N. under this clause shall be final conclusive and binding on the bidders and shall not be called in question. However, if treatment is found to be in effective, contract shall be terminated immediately and work shall be awarded to a debitable agency chosen by
competent authority. The duration may be also curtailed if Mela Pradhikaran so desires or as decided by APD.

VIII. SECURITY DEPOSIT:

(a) The bidder(s) shall furnish within fifteen days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the bidder(s) and the EMD will be forfeited and subject to such other remedies, as may be open to GM, GPCU, U.P.J.N. under the terms of the contract

(b) The Security Deposit shall be furnished as mentioned in LOI.

(c) The U.P.J.N. shall not be liable for payment of any interest on the security deposit or by depreciation of any equipment/machinery etc employed for the execution of work.

(d) The Security Deposit will be refunded to the bidder(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the bidder(s) under the terms of the contract and on submission of a ‘No Demand Certificate’ subject to such deduction from the security, as may be necessary for making the U.P.J.N claims against the contract.

(e) In the event of termination of the contract, U.P.J.N. shall have the right to forfeit the entire or part of the amount of security deposit lodged by the bidder(s) or to deduct appropriate sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the U.P.J.N.

(f) The decision of the U.P.J.N. in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the bidder(s).

(g) If during the term of this Contract the Bidder is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the U.P.J.N. shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the U.P.J.N. from recovering from Bidder by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

(h) Whenever the security deposit falls short of the specified amount the bidder(s) shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.

IX. LIABILITY OF BIDDER(S) FOR LOSSES ETC. SUFFERED BY THE EMPLOYER

(a) The bidder(s) shall be liable for all costs, damages, expenses suffered or incurred by the U.P.J.N. due to the bidder’s negligence and the unworkmanship like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to the U.P.J.N. or in particular to any property or plant belonging to the U.P.J.N. due to any act whether negligent or otherwise of the bidder(s) themselves or their employees. The bidder(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of the U.P.J.N. regarding such failure of the bidder(s) and their liability for the losses, etc. suffered by the U.P.J.N. shall be final and binding on the bidder(s).

(b) The U.P.J.N. is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to bidder(s) negligence’s and unworkmen like performance of services under the contract or breach of any terms thereof and adjust the same form the bills of the bidder directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the bidder(s) under this or any other contract with the U.P.J.N. In the event of the sum which may be due from the U.P.J.N. as aforesaid being insufficient, the balance of the total sum clamed and recoverable form the bidder(s). Should this sum also be not sufficient to cover the full amount claimed by the U.P.J.N. the bidder shall pay to the U.P.J.N. on demand the remaining balance of the aforesaid sum claimed. The U.P.J.N. will be the sole judge determining after taking into consideration all the
relevant circumstance, the quantum value of loss and also in regard to the liability of bidder(s) for such loss the amount to be recovered from them. The decision of the U.P.J.N. in this regard shall be final and binding on the bidder(s).

(c) SET-OFF

Any sum of money due and payable to the bidder(s) (including security deposit returnable to them) under this contract may be appropriated by the U.P.J.N. and set off against any claim of the U.P.J.N. for the payment of any sum of money arising out of or under any other contract made by the bidder(s) with the U.P.J.N.

X. BOOK EXAMINATION:

The bidder(s) shall, whenever required produce or cause to produce for examination by the U.P.J.N. or any other officer authorized by him on behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc., renewed license any or all such documents desires by U.P.J.N. The decision of U.P.J.N. on the question of relevancy of any document, information or return shall be final and binding on the bidder(s). The bidder(s) shall produce the required document, information and returns as at such time and place, as may be directed by the U.P.J.N. or any other officer authorized in this regard.

XI. Role of State Program Monitoring Group (SMCG)

The SPMGs are the respective state level counterparts of the NMCG and have state level responsibilities for management and implementation of the Project. The NMCG will transfer funds to the SPMGs for implementation.

XII. PAYMENT:

(a) No advance payment will be made to the agency.

(b) Monthly data report for the quantity of the pollution load treated and output of flows has to be submitted to the office signed by the representative from U.P.J.N. and agency, based on human machine interface, for payment to the agency.

(c) Payment will be made through UPJN/SMCG on submission of monthly bills, duly supported by attendance certificates issued by the GPCU and quality certificate of TPI and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in r/o the personnel engaged by the bidder.

(d) The bidder shall submit all his/their bill by the seventh of following month to GPCU. payment of which will be made through Account Payee Cheque to the bidder(s) within 15 days after receipt of the bill with completed detail of the work performed.

(e) The payment is subject to necessary certification of Prayagraj Mela Pradhikarad upon satisfactory execution of works and recommendation of GPCU, UPJN, Prayagraj. No payment will be payable for unsatisfactory work/services for that particular day along with imposition of penalty as mentioned.

XIII. LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

The contract will be governed by the Laws of India, for time being in force as amended form to time. Any disputes arising out of this contract will be settled first by amicable settlement or by arbitration fairly in the court of Law of competent jurisdiction. The courts in Prayagraj shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XIV. DUTIES AND RESPONSIBILITY OF THE BIDDER(S):

(a) The bidder(s) shall carry out all items of services assigned or entrusted to him/them by GPCU, U.P.J.N. or any other officer acting on his behalf and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the GPCU, U.P.J.N. or any other officer acting on his behalf together with ancillary and incidental duties, service and operations as may be indicated by the said
officer(s) and are not inconsistent with the terms & conditions of the contract. The bidder shall always be bound to act with responsible delegacy and in a business-like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities.

(b) The bidder shall engage adequate workers and other competitor staff for the nature of work to be performed to the satisfaction of the U.P.J.N. or any other officer acting on his behalf. The bidder shall be responsible for the good conduct of their employees and shall compensate the U.P.J.N. for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives. The U.P.J.N. shall have the right to ask for the dismissal of any employee of bidders who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the bidders, their servant and agents of representative shall be final and binding on the bidder.

(c) The bidders shall advise the U.P.J.N. and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the U.P.J.N. or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.

(d) The bidders shall strictly abide by Laws, Rules & Regulations.

(e) The bidder shall provide verifiable proof that EPF/EST that has been deposited in respect of particular workers, working under the Bidder who are working in U.P.J.N. along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also is deposited with U.P.J.N. within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

(f) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract, contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.

XV. Settlement of dispute and Arbitration

(a) All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the U.P.J.N. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the U.P.J.N. or the contract entered into directly or indirectly. In all cases, the arbitrators shall state the decision in writing and if amount of claims in dispute is Rs. 50,000/- and above, the arbitrators shall give reasons for award. The Venue of the arbitrator shall be Prayagraj.

(b) Subject as aforesaid the provisions of the Arbitration and conciliation act 1996 or any statutory modification or amendment thereof and the rules made there under for the time being in force shall apply to the arbitration proceeding under the clause.

(c) The party invoking the arbitration shall specify the dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute within a period of 90 days from the occurrence of the disputes.

(d) If the bidder’s do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the U.P.J.N. that final bill is ready for payment, the claim of the bidder’s will be deemed to have been waived and absolutely barred and the U.P.J.N. will be discharged and released all liabilities under the contract in respect of these claims.

(e) The decision of the employer or any other authorized officer in this regards, regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that
no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the bidder had taken all such precautions as are deemed necessary by the Engineers In Charge (GPCU, UPJN nominated Officer) or a nodal officer of SMCGs (b) for any materials etc. not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

(f) In the event of the bidder having to carry out defects as pointed out, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the bidder failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the bidder any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

XVI. FORCE MAJEURE

1.1. Neither Party is responsible for any failure to perform its obligations under the Contract: to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.

1.2. An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("Affected Party") and which by the exercise of reasonable diligence the Affected Party was unable to be prevented and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

(a) act of terrorism;
(b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
(d) Earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters’ strike) or commercial hardship shall not constitute a Force Majeure event.

1.3. Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 3 days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.

1.4. Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Contract. Where the Affected Party is the Bidder, the Bidder must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
1.5. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

1.6. The Bidder has no entitlement and Consultant/Owner has no liability for:

(a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

(b) any delay costs in any way incurred by the Bidder due to an event of Force Majeure.

1.7. If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

Signature of Bidder
PRICE BID

To,
General Manager,
Ganga Pollution Control Unit, U.P. JAL NIGAM,
Naini, Prayagraj.

Dear Sir,

1. I/WE, submit the e-price bid for appointment as __________Bidder at GPCU, U.P.J.N. through U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in

2. I/We thoroughly examined and under stood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and the amendment, addendum & clarification issued by U.P.J.N. till the date of submission of Bid documents and agree to abide by them.

3. I/We hereby offer to provide the staff the basic minimum wages notified by the Govt. as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

BID PRICE: to be uploaded separately in Financial/Price bid envelope on U.P. Govt’s e-procurement website i.e. https://etender.up.nic.in (Inclusive of all taxes).

Any rates quoted in any other manner than the above will summarily rejected.

Yours faithfully,

(____________________)
Signature of Bidder
(Capacity in which signing)
## EOI opening Summery

**Date:** 09-Oct-2018 02:32 PM

### Organisation Chain
- U.P Jal Nigam (HQ), Lucknow [Chief Engineer (Allahabad)] [GM, Ganga Pollution Control Unit, Allahabad] [PM, Ganga Pollution Control Unit (IV), Allahabad]

### Tender ID
- 2018_UP2INM_4MS186_1

### Tender Ref No
- 40706/10/489

### Tender Title
- Treatment of drains

### Decrypted Bid Openers List

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### Bid List

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<th>Opened Date</th>
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https://etender.up.nic.in/nicgep/app/?component=9%24DirectLink&page=BidOpeningSummery 10/9/2018