

TERMS AND CONDITIONS

Name of work:- Operation and maintenance of .46 MLD STP at Sharabai with its complete net work of Zone B&C under sewerage scheme Bhuntar Town in Tehsil Bhuntar Distt. Kullu.

The Contractor/Firm shall be responsible for operating the plant properly as per CPHEEO manual on operation and maintenance of Sewerage and Sewage Treatment System for achieving the desired results given as under :-

- a) **BOD₅ at 5 days at 20 degree centigrade preferable Less than 20mg/Liters. & not more than 30mg/liters in any case.**
 - b) **Suspended solids. Less than 100mg/Liters**
 - c) **PH value. 6.5 to 8**
 - d) Oil & Grease Less than 10 mg/liters.
 - e) COD value less than 250 mg/L
- 1 The contractor/firm or applicable during operation shall be solely responsible for any violation of the Water (Prevention & Control of Pollution) Act, 1974 and any other law of the State due to negligence on his part in properly running the STP & the sewer network and comply with the above parameters. The contractor shall also follow the guidelines of NGT (National Green Tribunal) and HP state pollution board received from time to time. As operation and maintenance of Sewage treatment Plant is governed by the Water (Prevention & Control of Pollution) Act, 1974, which may attract legal implication and any other penalty for violation of norms and if during operation such legal and penalty is levied by the Himachal Pradesh State Pollution Control Board or National Green Tribunal or any agency authorised to do so, the firm/contactor shall be responsible for the same. The penalty so imposed for violation shall be borne by the firm/contactor except for the period when influent received is more than designed capacity.
 - 2 The Contractor/Firm shall be responsible for proper housekeeping of Sewage Treatment Plant during all time.
 - 3 Contractor shall engage staff in STP with sufficient experience in handling sewage treatment plant as per following qualification :

Sr.No.	Manpower	Qualifications
1	Assistant Plant Manager	B.E. Civil
2	Process Engineer	B.Tech. in Environmental Engineering
3	Junior Engineer	Diploma in Civil
4	Chemist	MSc in Microbiology /Biotechnology
5	Assistant Chemist	BSc
6	Operator (Electrical and Mechanical)	ITI certificate holder
7	Electrician	ITI certificate holder
8	Fitter	ITI certificate holder
9	Sewerman/Sweeper	
10	Casual labour	
11	Chowkidar/watchman	
12	Gardener	

The contractor/firm will conduct interview for all staff to be deployed in STP and shall supply their appointment order and qualification to Executive Engineer I&P.H. Division No.II

Cont.

Executive Engineer

Kullu at Bhuntar before taking over the scheme for operation and maintenance. The contractor having professional degree shall not be considered himself in the list of staff deployed for O&M. If during O&M period any staff deployed in STP leaves his job with one or other reason the contractor/firm shall deploy another staff of equivalent capacity by adopting the same procedure as earlier and submit his appointment order within seven days to the Engineer-in-charge. The staff deployed should be able to understand the advice of consultant/IPH department.

- 4 All staff deployed in STP shall have to record their shift wise daily attendance at the beginning and leaving their duties failing which deduction shall be made in bills.
- 5 The contractor /firm shall quote his firm rate for every year keeping in view the future escalation in material and labour. Therefore, no escalation for material and labour shall be allowed during the contract period.
- 6 The Contractor/Firm shall be responsible for maintaining the following:-
 - a) Daily log book. The logbook should contain daily flow of influent, treated effluent, amount of chemicals consumed per day, Number of energy units consumed daily. Test report of samples. This needs to be mailed to the Executive Engineer daily.
 - b) Maintenance record of all equipment's on the proforma SHOULD BE KEPT AS PER DIRECTIONS OF Engineer-in-charge.
 - c) Oil refilling schedule.
 - d) Inventory of Chemicals.
 - e) Inventory of spares.
 - f) Inventory of Laboratory chemicals and glassware.
 - g) Analysis/results of samples collected at inlet & outlet. The record of COD, PH, and Suspended solids, total dissolved Solids, Oil & Grease and BOD to be maintained.
 - h) Laboratory of STP.
 - i) In addition to above record as per daily record book maintained by the contractor/Firm .
- 7 The energy charges for operation of plant /equipment's and water bill will be borne by the department. However, the firm has to bear the energy charges on account of electricity bills in respect of staff accommodation at the said plant.
- 8 The STP shall be inspected by the Contractor/Firm before submitting their offer and in case of any defect/shortcoming the same shall be elaborated by the contractor in his offer and suggest solution for the same.
- 9 The contractor/firm will enable the department to get the consent of HPPCB and its renewal thereafter for operation of the STPs. The department will deposit the fees for its renewal.
- 10 All the chemicals and lubricants shall be brought to the STP on the prior approval of the Engineer-in-Charge and the same shall be got entered into the stock register of the Engineer-in-Charge. The Chemicals needed for smooth running of STP can be had from department at the prevailing store issue rate if available.
- 11 The contractor/ firm can use the accommodation available at site after taking permission from the department. The department will charge @ Rs. 1000/per month per set wherever applicable.
- 12 The firm will arrange itself all spares, consumable items, lubricants, oil, grease & treatment chemicals, alum, polyelectrolyte, lime & laboratory testing chemicals and nothing extra shall be

Cont.

Executive Engineer

paid to the firm. Change of oil & grease will be done by the contractor in the presence of officials of Jal Shakti Vibag.

Deptt. Representative as per manufacturer's periodical maintenance schedule. The contractor/firm shall have to satisfy the Engineer-in-Charge with respect to the quality of these items and if need be the contractor/firm shall have to produce Manufacturer Test Certificate or Third Party Inspection Certificate from approved Certification agencies like DNV, LLOYDS & RITES. Minimum Inventory of all these items shall be maintained at all times as per direction of the Engineer-in-Charge.

- 13 The Contractor/Firm will be responsible for maintaining the existing and newly laid sewer lines of the zone contributing sewage to the plant from common point/ manhole as decided and mutually agreed. To repair and rectify the leakages and chocking in the Sewerage Network, if any, will be the responsibility of the contractor. The department will take care of all permissions, if any, required for undertaking the repair from any department / agency, on the written request of the contractor. New pipes, if required, shall be supplied by the department free of cost to the nearest point on road head.
- 14 In case, if there is any disruption in the operational process of smooth running of the STP and functioning of the sewerage system, the contractor will be solely responsible. The contractor will ensure to remove/ rectify the defects on priority and make the system functional. If he fails to do so, the department will have the liberty to rectify the defects and make the system functional at Contractor's risk & cost. An inconvenience charge of Rs. 10,000/- per day shall be levied for such intervention in addition to the cost borne by the Department to rectify the defect.
- 15 The contractor shall have to arrange himself adequate tools and plants required for operation and maintenance of STP/Network.
- 16 (A) The contractor shall setup a 24 hours complaint redressal system with at least 1 dedicated landline telephone/mobile for attending of Consumer Complaints. Every Consumer should be allotted a complaint No. for future reference. The cost of installation and the monthly bills of telephone shall be borne by the contractor/Firm.

(B) The contractor/firm will maintain the register of daily complaints which should indicate name of complainant, complaint No, nature of complaint, location/area in respect of leakages, choking, overflow from manhole etc. or other related components of the STP & network. The daily report of the complaints shall be intimated to the Engineer-in-charge at 10.00 AM through mail/fax, failing which a penalty @ Rs.100/- per day shall be imposed on the contractor, if the complaint lodged is not attended within 24 hours of the receipt. Inconvenience charges @ Rs. 1000/- per day shall be charged from the contractor, if the complaint remains unattended and the same shall be rectified at the risk and cost of the contractor.
- 17 The department shall be at liberty to extend the sewer line/ providing civil structures/ providing new sewer connection/ extension of sewerage network and expenditure of the same shall be borne by the department. However the maintenance of same shall be responsibility of the contractor/ firm.

- 18 The contractor/ firm shall have to provide safety protective gear like gloves and gum boots, masks etc. to the worker deployed for STP/ sewerage network & necessary uniform and badges should be provided to the worker for their identification. No employee engaged in STP shall be allowed to work without uniform.
- 19 Wear & tear of all mechanical and electrical equipment, burning of motor , repair of pump and motor including allied accessories, civil structure and pipe lines during the contract period to be borne by the firm/contractor and nothing extra shall be paid on this account including those pointed in inspection note of inspection officers.
- 20 The Contractor/Firm shall be responsible for undertaking all kinds of repairs, if any to electrical and mechanical equipment and structures including preventive maintenance during the contract period. The contractor shall engage experienced vendor for maintenance of equipment and shall get the vendor approved from the department before undertaking repairs in writing.
- 21 The contractor/ firm shall engage minimum labour to achieve the desired results and shall submit weekly labour return categories wise so engaged; failing which penalty as specified under the Minimum Wages by the Govt. for that particular category or equivalent shall be levied for breach of this condition. Monthly information w.r.t. the staff deployed at STP shall be submitted in Format.

Name of STP: - ----- Month----- Name of firm/contractor-----

S.N	Name of employee	Qualification/experience	Designation	Permanent Address	Correspondence Address	EPF No. of employee	Amount deducted	Remarks

- 22 The contractor/ firm will collect the samples at inlet and final discharge point of STP and shall test the sample in laboratory available at the STP for the parameters specified in condition No.1. The contractor will maintain regular record of results. The daily result should be mailed /faxed to the Assistant Engineer/Executive Engineer and also displayed on the notice board at the S.T.P for public view.
- 23 The contractor/firm will submit the weekly report of test results and performance of plant and machinery on the proforma supplied by the department to the concerned Assistant Engineer.
- 24 The disposal of screening, grit & wet or dry sludge will be contractor's responsibility. The contractor will dump screening, grit at the location suggested by Engineer-in-charge/ Department within STP boundary limits and shall maintain the records of quantity removed/ collected and same shall be displayed on the board daily at plant. The contractor shall make arrangement for packing of the sludge/manure in gunny bags of approximately left size and stack it properly within the STP boundary limits.

Cont.

Executive Engineer

- 25 The monthly payment will be made to the Contractor within 15 days after submission of bill by the Contractor subject to successful performance/ desired results of treated effluent failing which no payment shall be admissible. The monthly bill should be submitted alongwith attested copy of monthly record as mentioned in condition No. 2, 14 B, 18, 19, 20. The bill should be supported by Employee Challan No. or any other information as desired by the Engineer-in-charge related to the STP & Network.
- 26 The plant & equipment shall be operated strictly as per O & M manual supplied by the department and as per the direction of Engineer-in-charge. The O &M manual shall always be readily available in the plant & made available to the officials & public for viewing.
- 27 The Contractor/Firm shall be responsible for evaluation of performance of STP units as and when required, as per the direction of Engineer-in-charge if any defects noticed in the process of any unit shall be rectified by the contractor/firm.
- 28 The Contractor/Firm shall be responsible for the gardening and maintaining the plants/trees and nothing extra shall be payable for the same. Fresh plantation consultation with department shall be appreciated. If contractor fails to maintain campus of STP do not make proper gardening the Site Engineer/ Assistant Engineer can impose monthly basis penalty for poor performance. Department will take photograph of Plant and Campus before handing it to contractor.
- 29 The contractor/firm should submit the implementation plan for operation and maintenance of STP & sewerage network to department.
- 30 The contractor/firm will not be allowed to sublet the work after award of work, failing which the agreement shall be rescind immediately and security deposit will be forfeited.
- 31 There might be increase in sewerage network of the zone as indicated in the schedule of quantity aspect of operation & maintenance. The firm will be responsible for maintaining these additional sewer lines.
- 32 The contractor/firm shall be responsible for any labour complaints and he shall be solely liable for the penal action if any under the labour laws of the State.
- 33 The removal of minor slip within the plant boundary will be the responsibility of the contractor/firm or any damage caused to sewer line due to these slips, the maintenance of sewer line will be firm's responsibility.
- 34 The contractor/firm shall fulfill/ satisfy all the conditions of labour department as per labour laws.
- 35 The contractor/firm shall arrange cement, steel, aggregate, sand for minor repairing/ maintenance of civil structures at its own cost.
- 36 The contractor/firm shall arrange rubber gaskets of reputed make D.I. pipes fittings and sufficient manhole covers for maintenance of sewer lines of the zone at its own cost.
- 37 The deposition of service tax will be firm/contractors responsibility.

Cont.

Executive Engineer

- 38 The cost of Employer Provident Fund (EPF) & Employer State Insurance Certificate (ESIC) shall be borne by contractor. The deposition of the same will be firm/ contractor's responsibility and department will reimburse the paid EPF separately on producing of document.
- 39 The contract can be terminated by giving 15 days notice by department if the firm is unable to operate and maintain the plant as per satisfaction of Engineer-in-charge, 2% penal fee shall be deducted from the security amount of contractor as inconvenience charge and performance bond forfeited.
- 40 The contractor will be responsible for any theft of any material from the STP or the Network. In case of such incident, he shall immediately inform the Department of the same also.
- 41 The contractor will be responsible for painting including epoxy painting of all equipments, Aeration Tank, Settling/Secondary Clarifier , Channels, railings etc. every year and buildings and boundary walls at least once in the contract period.
- 42 The department will one time supply the laboratory glassware & laboratory equipment. The inventory of same shall be made at the time of the handing over the plant to the firm. This inventory will be checked at the time of taking over the plant from the firm at the end of O & M contract. All equipments should be well kept and maintained and firm shall be responsible for the same during O & M period. In the event of any loss to the laboratory apparatus the recovery shall be made from the firm/contractor.
- 43 No payment shall be made to contractor for any private or personal damage caused by rain, snowfall, floods or other natural causes, what so ever during the operation and maintenance period. The damage will be made good by the firm at his own cost & no claim on this account shall be entertained. The contractor shall take all precautions to avoid such accident, exhibiting necessary caution board, day & night speed limit board, red flags, red light whenever required,. He shall be responsible for all damage and accident caused due to negligence on his part. No hindrance shall be caused to traffic during the maintenance work. The contractor shall have to take all insurance cover as required.
- 44 The contractor/ firm shall motivate & help public for getting sewer connections & the work of making sewer connection of respective users shall be done under supervision of contractor/ department after getting same sanctioned from competent authority and he should get laying work done meticulously as per specifications and nothing extra shall be payable . However list/ details of sewer connections done in each month shall have to be furnished to the department. In case of illegal sewerage connections done on the sewerage network the contractor will be penalized @ Rs. 5000/- per connection.
- 45 The contractor/firm shall be responsible for the safety of sewer network and STP's from any type of damages.
- 46 The contractor/firm shall make L.S. offer for O & M of plant giving bid against the option shown in NIT. Quoting option is compulsory failing which tender shall be summarily rejected.
- 47 The contractor shall ensure that at the time of handing over the plant Civil structure as well as mechanical & electrical components are in working & fit condition.
- 48 The Engineer in charge can extend or terminate the contract at any stage, but contractor cannot leave the work until and unless alternate arrangement is made by the department to run the scheme. Release of security shall be subject to satisfactory handing over of treatment plant & network to the department.

- 49 The contractor shall allow and facilitate the collection of effluent & sludge samples by any authorized Govt. Agency or legal body. The contents of the samples should always be within the prescribed limits as per the H.P. Pollution Control Board or any other regulating agency. A compensation of Rs. 10,000/- shall be levied on the contractor/ firms for first instance of failure of the sample during month. If another sample fails in case of repeated failure compensation shall be doubled and same procedure be repeated every month afresh.
- 50 The above conditions 1 to 48 should be strictly adhered to & nothing extra shall be paid on this account. Clarifications if any should be sought at the time submission of eligibility/ Technical bid. Non compliance to any of the above conditions shall invite an inconvenience charge penalty of Rs. 10,000/- for each intervention. The risk and cost involved for the intervention to comply with the above conditions shall also be borne by the contractor in addition to Rs.10, 000/-.
- 51 **Performance bond** in shape of an unconditional bank guarantee of a Nationalized Bank amounting to 5% of the awarded amount shall be executed by the Firm/Contractor in the favour of Executive Engineer, I&PH Division No. II, Kullu at Bhuntar **within 15 days of issue of letter of intent and before award letter** i.e. before entering into the agreement. The department shall be at liberty to adjust appropriate amount or forfeit the full amount in case the above mentioned conditions i.e. 1 to 49 are not adhered to by the contractor/firm.
- 52 Labour cess @ 1% shall be deducted from the bill.
- 53 In case of repeated non-compliance , the work can be overtaken by the department /other contractor executing the similar nature of work in the area of kullu circle.
- 54 Contractor/firm shall submit similar nature of work along with performance certificate issued by Executive Engineer in the last two years & 90 % samples taken by the pollution control board should be within limits on yearly basis.
- 55 The Contractor shall submit undertaking that he will inspect the plant in the presence of Engineer in charge/Officer of Jal Shakti vibhag for any direction/corrective measures/discrepancy observed during the visit by himself at least on in evet 15 days
- 56 The Contractor should have no complaint history wrt. Labour payment/EPF/other statutory clearances.

Executive engineer
JSV Division NoII Kullu at Bhuntar.