

**Request for Proposal  
For  
Operation and Maintenance of Water Supply &  
Sewer system in Bathinda city for the period of 3  
years.**

**Municipal Corporation Bathinda  
Railway Road, Bathinda  
Punjab – 151001**

**Date: 07/07/2025**

**REQUEST FOR PROPOSAL FOR OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER  
SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS.**

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**Municipal Corporation, Bathinda**  
**Notice Inviting Request for Proposal**  
**E-tender No MCB/2025-26/13**

**No. 538/W**

**Dated. 04.07.2025**

**Superintending Engineer, Municipal Corporation, Bathinda** invites Online bids on behalf of Municipal Corporation, Bathinda from eligible entities for the work mentioned below:

<b>Name of Work</b>	<b>Estimated Project Cost (In lacs)</b>	<b>Bid Security/ EMD (In Rs.)</b>	<b>Performance Security</b>	<b>RFP Document Fee</b>	<b>Contract Period</b>
Operation and Maintenance of Water Supply & Sewer System in Bathinda City for the Period of 3 Years	6376.78	1,27,54,000/-	Performance Security shall be 5% of the Finalized Contract Value	Rs. 10,000/-	3 Years

1. RFP documents can be seen on the website: <https://eproc.punjab.gov.in> and downloaded from the portal <https://eproc.punjab.gov.in> by the eligible entities registered on the portal.
2. Document Fee has to be paid online through RTGS/NEFT during the "Downloading of RFP Document & Payment of RFP Document Fees of" Rs. 10,000/- (Ten Thousand Rupees Only).
3. The prospective bidder shall be required to submit an EMD of Rs. 1,27,54,000 in the form of Bank Guarantee to the Authority as per terms of the RFP.
4. The prospective bidder shall be required to submit a Performance Security equivalent to 5% value of the finalized contract value in the form of Bank Guarantee to the Authority as per terms of the RFP. Additionally, an amount equivalent to 5% of each monthly bill will be deducted as retention security deposit up to maximum of 5% of the finalized contract value.
5. The Corrigendum/Addendums/Amendments/clarifications to the bid document, if any shall be hosted on the above website only.
6. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

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7. Possession of DSC and registration of the contractor on the portal i.e., <https://eproc.punjab.gov.in> is a prerequisite for e-tendering. For further details and e-tendering schedule, visit website <https://eproc.punjab.gov.in>.
8. The bid should be submitted online in the prescribed format of bid document given in the website.
9. Conditional bids shall be rejected.
10. A Joint Venture (JV) or Consortium consisting of two members is eligible to participate in the bidding process.
11. The minutes of meeting dated 25.06.2025 issued by Chief Engineer (O&M), LG Punjab Chandigarh Punjab vide letter no. CE/2025/81-82 Dated 27.06.2025 will be implemented in this project and the contractor is bound to follow all the provisions in this letter.
12. Authority reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

**-Sd-  
Superintending Engineer  
Municipal Corporation,  
Bathinda**

**DISCLAIMER**

1. The information contained in this Request for Qualification cum Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is 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. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the

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**Bidding Process.**

6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
9. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.



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**DEFINITIONS**

The words and expressions beginning with capital letters and defined in this R F P shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The under mentioned words and expressions used in this RFP shall have the meaning set out below:

<b>Applicable Law</b>	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Punjab, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, Standard Bid Document (SBD) issued by the Punjab Govt., Standard Operative Procedure and The Punjab Transparency in Public Procurement Act 2019, Rules 2022, Rules 2024 as may be in force and effect during the subsistence of the Agreement
<b>Applicable Permits</b>	Shall mean all clearances, licenses, permits, authorisations, 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 during the subsistence of the Agreement.
<b>Authority</b>	Shall mean the ‘Municipal Corporation Bathinda’
<b>Agreement</b>	Shall mean the agreement to be executed by the Contractor with the Authority for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof.
<b>ASP</b>	Shall mean the Activated Sludge Process.
<b>Backwashing</b>	Shall mean the periodic in a filter, where flow of water is reversed to flush out the accumulated solids by agitating and fluidizing the filter media.
<b>Back flushing</b>	Shall mean the same as backwashing (see above), but more commonly used in the context of membrane filtration systems.
<b>BOD</b>	Shall mean the Biochemical Oxygen Demand is the amount of dissolved oxygen needed by aerobic biological organisms in a body of water to break down organic material present in a given water sample at certain temperature over a specific time period.

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<b>COD</b>	Shall mean the Chemical Oxygen Demand is the amount of oxygen required to oxidize an organic compound to carbon dioxide, ammonia and water. This is an indirect measure of the number of organic pollutants found in water.
<b>Contractor</b>	Shall mean the Bidder that has been issued the Letter of Award by the Authority for the Project.
<b>Fecal coliform</b>	Shall mean the fecal coliform (faecal coliform) is a facultatively, anaerobic, rod-shaped, gram-negative, non-sporulating bacterium. Water and food contaminated with it may cause diseases.
<b>Freeboard</b>	Shall mean the distance in a closed tank from the sewage level to the top of the tank.
<b>HRBF</b>	Shall mean the High-rate bio filter
<b>MBBR</b>	Shall mean the Moving Bed Bio-film Reactor
<b>MCB</b>	Municipal Corporation Bathinda
<b>MBR</b>	Shall mean the Membrane bioreactor
<b>O&amp;G</b>	Shall mean the Oil and grease
<b>OM&amp;M</b>	Shall mean the Operation, Maintenance and Management
<b>Off-site System</b>	Shall mean the Offsite System consists of sewage conveyance and treatment at STP
<b>On-site System:</b>	Shall mean the Onsite treatment system (OTS) is a privately owned and maintained sewage disposal system (other than municipal body) that treats used water and produces partially treated water. However, some packaged onsite sewage treatment systems are also available.
<b>Primary Clarifier</b>	Shall mean the Clarifier used ahead of the Aeration tank
<b>Project Duration / Period</b>	Shall mean the period of Three (3) years, from the date of signing the Agreement.
<b>pH</b>	Shall mean the Measurement that indicates the acidity or alkalinity of any solution. Acidic solutions have a pH<7; and alkaline solutions have a pH>7) solutions with pH=7 are neutral.
<b>Project</b>	Shall mean the Operation, Maintenance, and Management of the sewage treatment system and sewer network in the Municipal Corporation Bathinda as per terms and conditions of the Agreement
<b>Project Area</b>	shall mean and refer to the entire geographic area under Municipal Corporation Bathinda within which the Contractor shall provide services.
<b>SBR</b>	Shall mean the Sequential Batch Reactor
<b>Selected Bidder</b>	Shall mean the Bidder that has been issued the Letter of Award by the Authority for the Project
<b>Sewage (Used Water)</b>	Shall mean the Used Water interchangeably used for sewage in this document comprises of the following two components:

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

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	Grey Water from kitchens, bathrooms, wash basins etc. Black Water from toilets & urinals.
<b>Sewer network:</b>	Shall mean the Sewer network consists of continuous pipes laid underground, mostly along roads, to collect sewage from households, manhole chambers, road gullies and other establishments excluding STP.
<b>Water Supply Network</b>	Shall mean the Water Supply network consists of continuous pipes laid underground, mostly along roads, to supply water to OHSR, UGSR, households and other establishments including Water Treatment Plant (WTP).
<b>STP</b>	Shall mean the Sewage Treatment Plants (STP) are used for treatment of used water coming out from domestic, commercial, institutional establishments etc.
<b>Treatment efficiency</b>	Shall mean the Percentage removal of any pollutant parameter.
<b>TSS</b>	Shall mean the Total Suspended Solids
<b>Utility</b>	Shall mean the Use full features, or something useful for sewerage system such as any equipment, diesel, lubricants, cables/wire for power system etc.
<b>User Charges/ User Fee</b>	Shall mean a fee notified by the Government of Punjab and the ULB from time to time on the Water Supply & Sewage generator in the Project Area
<b>Sewage Generator</b>	Shall mean the persons or establishments generating sewage within the jurisdiction of the ULB
<b>WSP</b>	Shall mean the Wastewater ponds.

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## **1. Introduction**

### **1.1 Project Background**

The Municipal Corporation Bathinda (the “**Authority**”) has initiated the online bidding process for selection of Contractor (“**Contractor**”) for undertaking the work of “**OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS**” and for providing the services detailed in the Agreement (hereinafter referred to as “**Project**”). The Authority has decided to carry out the bidding process (defined hereinafter) for the selection of the Contractor to whom the project may be awarded.

**1.1.1** The brief particulars of the Project are as follows:

<b>Name of the Project</b>	<b>Estimated Project Cost for 3 years (In lacs)</b>	<b>Duration of the Project (In TPD)</b>
Operation and Maintenance of Water Supply & Sewer System in Bathinda City for the Period of 3 Years	<b>6376.78</b>	3 Years

**1.1.2** The Authority intends to enter into a contractual arrangement for the work of “**OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS**”. The agreement/obligation includes operation, maintenance, management, and customer service of the System. The Authority desires to select the most advantageous Bidders through a competitive procurement process in accordance with this RFP.

**1.1.3** While issuing this RFP, the Authority desires to accomplish certain operational, financial and managerial objectives and provide the City and any customers of the System cost- effective and reliable Water Supply & sewage services. Authority specific objectives for the System under a long-term operations contract include, but are not limited to, the following:-

- Achievement of compliance with environmental laws and regulations as set forth in this RFP, including all applicable Central, State, and local laws; regulations; permits; Consent Agreements; Consent Orders; and the Agreement.
- Continuous sewage collection, desilting and maintenance for all influent received in the System
- Continuous Water Supply, its network maintenance and treatment for all incomings received in the System.
- Recommends the maximization of the use of advanced technologies that enhance revenues, reduce costs and improve operations.

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SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS.**

- Opportunities for Integrated Resource Management shall be implemented by the Contractor to the greatest extent that is feasible from economic, engineering, environmental, and/or social standpoints. Potential examples of Integrated Resource Management could include but not be limited to:
  - ✓ Potential use of automation and controls on all major energy-consuming components of the System including the continuous maintenance via sensors of a System-wide energy monitoring system.
  - ✓ Potential recommendations for the purchase of equipment for use in the System which are new and innovative.
  - ✓ Potential setting and re-setting of goals for the operations of the System which achieve zero net-energy usage by a combination of efficiency and renewable energy generation.
  - ✓ Preservation of the capital investments and assurance of the long-term reliability and regulatory compliance of the System
  - ✓ Provision of services to optimize energy efficiency of the System to reduce consumption
  - ✓ Performance of all maintenance (major and minor) and make all repairs and replacements to the System over the Term
  - ✓ Provision of customer service activities at no less than the current level as set forth in the Agreement with continuous improvement to customer services
  - ✓ The Bidder determined to be the most advantageous in accordance with this RFP shall be subject to the terms and conditions of the Agreement

**1.1.4** The Authority shall receive Proposal(s) and other documents pursuant to this Request for Proposal (“RFP”) as modified, altered, amended and clarified from time to time and such Proposal(s) and other documents shall be prepared and submitted in accordance with terms of this RFP. The Proposal(s) shall be evaluated by the Authority.

**1.1.5** The estimated cost of the project (the “Estimated Project Cost for 3 years”) has been specified in clause 1.1.1 above. The assessment of actual cost, however, will have to be made by the Bidders.

## **1.2 General Information**

**1.2.1** The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or Municipal Corporation Bathinda’s right to amend, alter, change, supplement or clarify the scope of Project, the contract to be awarded pursuant to this RFP or the

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terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Municipal Corporation Bathinda.

- 1.2.2** The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Municipal corporation Bathinda (collectively the “**Bidding Documents**”), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the “**Bid Due Date**”).

## **2. Brief description of Bidding Process**

### **2.1 General**

The Authority has adopted a single stage online bidding process consisting of online submission of a technical bid and a financial bid (both terms are defined hereafter) (the “**Bidding Process**”) for selection of the Bidder for award of the Project. Any person intending to participate in the Bidding Process, is required to get registered for the electronic tendering system on the portal <https://eproc.punjab.gov.in>. For more details, please see the information in registration info link on the home page.

Eligibility and qualification of the bidder (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted (“Technical Bid”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“Financial Bid”) shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. For avoidance of doubt and to avoid any ambiguity, it is hereby explicitly stated that Bid Document Fee, (EMD)/Bid Security, Pre-Qualification, Technical Bid documents and Financial Bid shall be submitted only online.

- 2.1.1** Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies with respect to the Estimated Project Cost at their cost, visit the site (if required) before submitting their respective Bid for award of the Project.
- 2.1.2** Bidders shall be required to examine the Project including site conditions in greater detail, and may carry out visits/studies with respect to the site, manpower, machinery etc. conditions at their cost for calculation Estimated Project Cost at their cost, before submitting their respective Bid for award of the Project.
- 2.1.3** The Bids are to be submit online and are required to be digitally signed, therefore, the Bidders are advised to obtain DSC.
- 2.1.4** The Bidders may be called for a technical presentation to share their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.
- 2.1.5** The Authority reserves the right to visit at its own cost, one or more Project Area(s) listed by the Bidder in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the Bidder, as part of Bidding Documents. Bidders shall be responsible to organize meetings with their respective clients and also take around Authority’s team in the Project Area(s).
- 2.1.6** Any queries or request for additional information concerning this RFP shall be submitted through

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email on Email-ID mentioned in this RFP document. Bidders are advised to be specific and post clause wise queries in an unambiguous manner. The Authority reserves the right not to respond to vague and frivolous queries. The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: REQUEST FOR PROPOSAL FOR OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS.”

The pre-bid queries should be submitted in the format specified below to be considered for response.

Pre-bid queries not submitted in the prescribed format shall not be responded to

Sr. No.	Page No.	Clause No.	Query	Suggestion, If any
1.				
2.				
3.				
4.				
5.				
<b>Name &amp; Designation of Point of Contact:</b>				
<b>Contact No.:</b>				
<b>Email Id:</b>				
<b>Organization:</b>				

## 2.2 Schedule of Bidding Process

**2.2.1** The Authority would endeavour to adhere to the following schedule: However, the Authority may, at its own discretion, revise or extend any of the timelines set-forth in this schedule.

Activity Description	Date & Time
Issue of RFP	07.07.2025 at 10.00 AM
Pre-Bid Meeting	21.07.2025 at 11.00 AM in Municipal Corporation, Bathinda
Bid Due Date	08.08.2025 up to 11.00 AM
Opening of Technical Bid	08.08.2025 up to 11.30 AM
Opening of Financial/Price Bid	After Evaluation of Technical Bids

1. The date and time will be binding on all the Bidders. The Bidders are required to complete the

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda



stage within the stipulated time as per the schedule to continue their participation in the Bidding Process. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Instruction to Bidders.

- 2.2.2** The pre-bid meeting will be held online.
- 2.2.3** Any queries relating to Bidding Documents should be given in favour of **Commissioner, Municipal Corporation Bathinda, Railway Road, Bathinda, Punjab – 151001, Email-Id [cmcbathinda@gmail.com](mailto:cmcbathinda@gmail.com)** until the pre-bid meeting.
- 2.2.4** Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the RFP document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned officer of the Authority.

## **2.3 Instructions to Bidders**

### **2.3.1 Number of Bids and costs thereof:**

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.3.2 Cost of RFP Document Fee**

The cost of the RFP document is Rs. 10,000 (Ten Thousand Rupees). This fee is non-refundable.

### **2.3.3 Submission of RFP Document Fees:**

The Bidder shall pay to the Authority a non-refundable sum of Rs.10,000 (Ten Thousand Rupees) to be paid online through aforementioned GoP Portal.

### **2.3.4 Submission of Bid Security:**

The Bid Security deposit fee of Rs. 1,27,54,000/- should be submitted online through aforementioned GoP Portal.

**2.3.5 Right to accept and to reject any or all Bids**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- (ii) The Authority reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Agreement or after its execution or during the period of subsistence of the Agreement that:
  - a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
  - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (iii) Any misrepresentation or furnishing an/improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. 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 of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, effort, cost and effort of Authority, without prejudice to any right or remedy that may be available to Authority.
- (iv) Further, in case disqualification or rejection occur after appointment of Contractor or in case the Contractor does not sign the Agreement, then the Authority shall take any such measure as it deems fit in the sole discretion of the Department, including annulling the Bidding Process and proceeding with re-tendering the Services.

### **2.3.6 Other Instructions**

- (i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online only.
- (ii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP while tendering for the work.
- (iii) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (iv) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (v) The Bids of the bidders which do not satisfy the eligibility criteria (i.e., Technical Capacity and Financial Capacity set out in Clause 3.2 & Clause 3.3 in the RFP Document) are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.

### **2.4 Amendment of RFP**

- 2.4.1** At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum.
- 2.4.2** In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

### **2.5 Pre-Bid Meeting**

- 2.5.1** A Pre-Bid Meeting will be held online on the date specified in the RFP (Schedule of Bidding Process). Bidders are invited to attend the Pre-Bid Meeting, and their designated representative(s) are also welcome to participate through online mode.
- 2.5.2** Bidders intending to attend the Pre-Bid Meeting may attend the meeting through the link <https://meet.google.com/xye-mpgy-hiz>.
- 2.5.3** The purpose of the Pre-Bid meeting is to provide Bidders with an opportunity to clarify any queries or concerns they may have regarding the Project, Project site, and RFP document.
- 2.5.4** Following the Pre-Bid Meeting, the terms and conditions of the RFP document will be finalized, with or without amendments, as applicable.
- 2.5.5** Attendance at the Pre-Bid Meeting is not mandatory, and non-attendance will not result in disqualification. However, all Bidders will be bound by the terms and conditions of any

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Addendum(s) issued, regardless of their attendance at the Pre-Bid Meeting. Such Addendum (s) shall be posted on online bidding portal only, no individual communication will be made with any prospective Bidder.

**2.5.6** Municipal Corporation Bathinda reserves the right to extend the Deadline for Submission of Bids at its sole discretion.

**2.5.7** Pre-Bid Meeting Details:

**Place : Office of Superintending Engineer, Municipal Corporation, Bathinda, Railway Road,  
Bathinda, Punjab, 151001**

**Date : 21.07.2025**

**Time : 11:00 AM**

**Link :** Video call link: <https://meet.google.com/xye-mpgy-hiz>.

**(if any person does not able to reach)**

**Contact Information:** Email: [cmcbathinda@gmail.com](mailto:cmcbathinda@gmail.com), Phone: [9780014145]

## **2.6 Preparation and Submission of Bids**

### **2.6.1 Language and Currency**

**2.6.1.1** The Bid and all related correspondence and documents shall be written in **English** language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

**2.6.1.2** The currency for the purpose of the Bid shall be **Indian Rupee (INR)**.

### **2.6.2 Validity of Bid**

**2.6.2.1** The Bid shall indicate that it would remain valid for a period 180 (One Hundred Eighty Days) from the Bid Due Date (Bid Validity Period). The Authority reserves the right to reject any Bid that does not meet this requirement.

**2.6.2.2** Prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid but would be required to extend the validity of its Bid Security for the period of extension.

## **2.7 Bid Security**

- 2.7.1** The Bidder will be required to deposit, along with the Bid, a Bid Security of Rs. 1,27,54,000/- only in online mode given in aforementioned online bidding portal.
- 2.7.2** The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Agreement.
- 2.7.3** The Bid Security shall be forfeited in the following cases:
- If the Bidder fails to meet the requirements and provision of the RFP;
  - If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and
  - If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Authority.
  - For grounds provided in the Bid Security.
- 2.7.4** Bidder(s) may note that the Authority will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidder(s) will be unconditional and unqualified and the Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

## **2.8 Correspondence**

- 2.8.1** All necessary correspondence/enquiries in hard copies should be submitted to the following in writing by post/courier:

<b>Attn. of</b>	The Superintending Engineer,
<b>Address</b>	Municipal Corporation Bathinda Railway Road, Bathinda, Punjab – 151001
<b>Phone/Fax No.</b>	+91 9780014145
<b>Email-Id</b>	<a href="mailto:cmcbathinda@gmail.com">cmcbathinda@gmail.com</a>

- 2.8.2** No interpretation, revision, or other communication from the bidders regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory. The Authority will upload on the website /portal written copies of responses, including a description of the enquiry.

## **2.9 Format and Signing of Bid**

- 2.9.1** The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of Bid, as specified in this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

The bidder shall submit their Bid Documents as per the dates mentioned in the schedule above, subject to the following conditions:

- a.** The Bid Document of the bidder who does not satisfy the Pre-Qualification and Technical Bid Criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 2.9.2** The Bid submitted by the Bidder shall remain open for acceptance during the Bid Validity Period. If any bidder withdraws his Bid before the said period, the said Bid Security shall stand forfeited. Bids would require to be valid for 6 months from the date of closing of online bid.
- 2.9.3** Technical Bid shall include scanned & signed copies of:
- (a)** Acknowledgement of RFP Document as per **APPENDIX-I**;
  - (b)** Covering Letter cum Project Undertaking as per **APPENDIX-II**;
  - (c)** Anti-Collusion Certificate as per **APPENDIX-III**;
  - (d)** Bid Security and Bid Document Fee Details as per **APPENDIX –IV**;
  - (e)** Format for Not Being Blacklisted or Debarred as per **APPENDIX-V**;
  - (f)** Bid Security as per RFP as per **APPENDIX-VI**; (Separate Envelope – ‘ED’, as mentioned in Clause 2.9.3)
  - (g)** Power of Attorney for signing of Bid as per the format at **APPENDIX-VII**;
  - (h)** Power of Attorney for Lead Member of Consortium as per the format at **APPENDIX-VIII**
  - (i)** Company Incorporation Certificate;
  - (j)** Company PAN card;
  - (k)** Company GST No;
  - (l)** EPF & ESIC registration certificate from Provident Commissioner;

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- (m) Details of his available bid capacity with an undertaking that his available bid capacity, calculated as per clause 4.4 below, is more than the estimated value of the project/work;
- (n) Company Memorandum of Association (MOA);
- (o) Company Articles of Association (AOA);
- (p) Company TAN Certificate;
- (q) Details of Bidders as per **ANNEXURE – I**;
- (r) Financial Capacity of the Bidder as per **ANNEXURE – II**;
- (s) Financial Capacity Documents/Certificates as mentioned in Clause 3.3
- (t) Summary of Eligible Projects as per **ANNEXURE – III**;
- (u) Details of Eligible Projects as per **ANNEXURE – III (A)**;
- (v) Technical Capacity Documents/Certificates as mentioned in Clause 3.2
- (w) Environment, Health & Safety Management Plan as per **ANNEXURE – IV**;
- (x) Statement of Legal Capacity as per **ANNEXURE – V**;
- (y) Detailed Technical Proposal as per **ANNEXURE-VI**;
- (z) Joint Bidding Agreement as per **ANNEXURE-VII**.
- (aa) Performa of Bank Guarantee as per **ANNEXURE-VIII**

#### **2.9.4 Financial Bid**

Financial Bid will be submitted as per following format given on the portal:

<b>QUOTE FOR CHARGEABLE FEE COMPONENT for the work of “OPERATION AND MAINTENANCE OF WATER SUPPLY &amp; SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS”</b>		
<b>Sr. No.</b>	<b>ITEMS</b>	<b>COST (in Rupees for 3 years) (Including GST and other Taxes*)</b>
1.	OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS (As per detailed Scope of work of RFP complete in all respect.)	
<b>Note: The Lumpsum rate for 3 years (quoted by agency) includes complete scope of work as defined in RFP, no extra payment shall be considered on any scope.</b>		
<b>***Note: - The service fee will be revised every year* at a rate of 0% from date of execution/signing of Contract Agreement (means no escalation is to given to the contractor at any time).</b>		

For the avoidance of doubt, the Financial Bid shall only be submitted online as per the provision of this RFP and there shall be no physical submission of such Financial Bid. Physical submission of the Financial Bid shall lead to the Bid being summarily rejected.

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

**2.9.5 Other Documents:** The Bidder must enclose the following with the bid:

- Experience Certificate along with Agreement/ Work Order from its concerned client(s) shall be furnished in support of Project claimed for Technical Capacity
- Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial Capacity.
- The Bidder should submit charter document or board resolution in favour of the executant to support the Power of Attorney. In the case of a Consortium, the Members should submit a charter document or board resolution in favour of executant to support the Power of Attorney in favour of the Lead Member.

**2.10 Bid Due Date**

**2.10.1** Bids should be submitted before the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.9.10 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

**2.10.2** The Authority, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

**2.11 Late Bids**

Any Bid received after the Bid Due Date will not be considered by the Authority.

**2.12 Modification and Withdrawal of Bids**

The Bidders are not allowed to modify or withdraw the Bids, once they are submitted.

**2.13 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder(s) shall not be disclosed to any person not officially concerned with the process. The Bidder will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The Bidder will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

**2.14 Clarifications**

To assist in the process of evaluation of Bids, the Authority may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing.



No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice includes clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Proprietary data.

All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

### **2.15 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

## **3. Eligibility of Bidder**

### **3.1 Basic pre-qualification criteria:**

- 3.1.1** The Bidder may be a single entity or a group of entities (the “Joint Venture/Consortium”), coming together to implement the Project.
- 3.1.2** A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or any other governing law for public trusts or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium subject to the conditions set out in the RFP.
- 3.1.3** Total number of members in a Joint Venture/Consortium shall not exceed two (2).
- 3.1.4** Lead Member of the JV/Consortium shall have shareholding of at least 51% (fifty one percent).
- 3.1.5** Second member of the JV/Consortium shall have the shareholding not less than 26% (twenty six percent).

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- 3.1.6** The Bid should include a brief description of the roles and responsibilities of individual members of the JV/Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations.
- 3.1.7** A copy of the Joint Bidding Agreement/Consortium should be attached to the Bid (as per format provided in Annexure-VII).
- 3.1.8** A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Authority.
- 3.1.9** Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a.** A constituent of such Bidder is also a constituent of another Bidder; or
  - b.** Such Bidder, its member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
  - c.** Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - d.** Such 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.
  - e.** Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; org. such Bidder has

participated as a consultant to Municipal Corporation Bathinda or other participating MC Bathinda in the preparation of any documents, design or technical specifications of the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.

- g.** Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

***Explanation:***

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). 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 by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of a Bidder bidding individually or as a Consortium Member for the Project shall be provided to demonstrate that a person is an Associate of the Bidder bidding individually or the Consortium, as the case may be.

- 3.1.10** Any entity which has been barred by the Central/ State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date

of Bid, the said entity would not be eligible to submit a Bid for the Project, either individually or as member of a Consortium.

- 3.1.11** A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

### **3.2 Technical Capacity Criteria:**

For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder (Single Entity or Joint Venture/Consortium) shall have to fulfil the following conditions. The Bidder’s competence and capability for projects undertaken in last 5 (Five) years prior to the Bid Due Date:

- (i) Bidders should have experience in operation and maintenance of one or more water supply and sewerage networks (each) i.e. in one contract/project for at least two (02) year’s period as under: -
  - 1 (One) project of 500 KM of the total scope of water supply & sewerage network (each)

**Note: Submission in support of Technical Capacity**

- The Bidder should furnish the details of Eligible Experience for the last 5 (Five) Financial years immediately preceding the Bid Due Date. Certificates must be issued not below the rank of Executive Engineer or Equivalent in regard to Technical Capacity.
- The eligible projects claiming "the Technical Capacity" should have been executed for any Urban Local Body/ Government / Public Sector Undertakings in India with direct contract with them. No sub-contract project experience shall be considered for qualification to Technical Capacity.
- In case an eligible project for accessing “the technical capacity criteria” under 3.2 has been executed by the Bidder in a consortium, then the entity claiming such eligibility should satisfy both of below conditions:
  - (a) have held minimum 51% share in the project for which the experience is being claimed, the claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.
  - (b) The project shall be qualified as ‘eligible project’ for “the technical capacity criteria” only if the percentage shareholding of the claiming bidder in the project multiplied with the total

project capacity is satisfying the criteria laid down in clause 3.2 above.

- The Lead member should meet minimum 51% of the technical capacity criteria and Combined Technical experience of all Consortium/Joint Venture members (“the Lead Member” and “the other Member”) shall be considered towards qualifying and evaluation of Technical Capacity as mentioned in clause 3.2 of this RFP document.

### **3.3 Financial Capacity Criteria**

For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the “Financial Capacity”):

- (i) satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied)
  - **one similar work** of value not less than 80% of the estimated cost of work
  - or**
  - **two similar works** each of value not less than 50% of the estimated cost of work
  - or**
  - **three similar works** each of value not less than 40% of the estimated cost of work

**Note:** The “similar works” means successfully completed the work of operation and maintenance of the sewerage system, including desilting of sewerage lines with super sucker machine of total of at least 30 Km of sewer line in a year. The above consideration should have started and satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor.

- (ii) The Bidder shall demonstrate a positive net worth and shall have been a profit-making organization (with Net Profit after Tax) in each of the last three financial years (FY 2024-25, FY 2023-24 & FY 2022-23).

In the case of a Joint Venture (JV) or Consortium, each member shall individually meet the above criteria, demonstrating a positive net worth and profitability (with Net Profit after Tax) in each of the last three financial years preceding the financial year in which the bid is invited.

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SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS.**

- (iii) Bidders shall have a minimum Average Annual Turnover of is equal to 50 % of Estimated Project Cost for one year put to tender during last three financial years. (FY 2024-25, FY 2023-24 & FY 2022-23).

In the case of a Joint Venture (JV) or Consortium, the average annual turnover of the members shall be considered in proportion to their respective share in the JV/Consortium, and the combined average annual turnover of all members shall meet the minimum eligibility criterion.

- (iv) Bidder shall have availability of credit facilities/ Solvency of no less than 25% of the estimated Project Cost for one year at the time of submission of this bid. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

In the case of a Joint Venture (JV) or Consortium, the credit facilities/solvency of each member shall be considered in proportion to their respective share in the JV/Consortium, and the combined credit facilities/solvency of all members shall meet the minimum eligibility criteria.

**Note: Submission in support of financial capacity**

- The value of works may be enhanced at simple rate of 8% per annum as per example given below-

Financial year (FY) of work executed	Enhancement rate applicable
2024-2025	0%
2023-2024	8%
2022-2023	16%
2021-2022	24%
2020-2021	32%

In case the completion certificate does not specify year-wise amount of work done, then the enhancement rate on whole work shall be applied considering financial year in which the work has been completed.

- The Bid must be accompanied by the Audited Annual Reports of the Bidder with valid UDIN (of each Member in case of a JV/Consortium) for the last 3 (three) financial years, at the close of the preceding financial year prior to the Bid Due Date.
- For the purposes of this RFP, Net Worth means:
  - In case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
  - In case the Bidder is a trust or a society, the sum of available corpus and reserves.
  - In case for individual person shall mean: Assets (including cash)- all liabilities.
  - For Sole Proprietorship shall mean: Total assets-total liabilities.

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

#### **4. Bid Evaluation**

##### **4.1 Tests of responsiveness**

- 4.1.1** Prior to evaluation of the Bid(s), the Authority will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:
- a.** It is received as per format prescribed under the RFP;
  - b.** It is received by the Bid Due Date including any extension(s) granted by the Authority;
  - c.** It is signed as stipulated in the RFP document.
  - d.** It is accompanied by the Power of Attorney as specified in RFP and in the case of a Consortium, the Power of Attorney as specified in RFP.
  - e.** It contains all the information and documents (complete in all respects) as requested in this RFP;
  - f.** It contains information in formats specified in this RFP;
  - g.** It does not contain any condition or qualification;
- 4.1.2** The Authority reserves the right to reject any Bid which in its opinion is non- responsive and no request for modification or withdrawal shall be entertained by the Authority in respect of such Bids.
- 4.1.3** Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

##### **4.2 Part I – Technical Bid**

- 4.2.1** Bidders who meet the Pre-Qualification requirements as specified in this RFP shall be considered qualified to proceed to the Technical Bid evaluation stage.
- 4.2.2** Technical Bid Evaluation: The Bid Evaluation Committee (BEC) shall evaluate the Technical Proposals of all the Bidders. Only Bidders who meet the technical and financial capacity criteria shall be considered qualified in the Technical Bid and shall be eligible to proceed to the next stage of Financial Bid opening.

In the event that a Bidder submits a Bid for the Project, and the Bidder does not meet the Technical or/and Financial Capacity as described under Clause 3.2 and 3.3 above, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

##### **4.3 Part II – Financial Bid**

The Bidder with the lowest quoted rates/ton (“L1 Bidder”) for **OPERATION AND MAINTENANCE OF WATER SUPPLY & SEWER SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS** shall be deemed the Successful Bidder (Contractor/Agency).

## **5. Selection of Bidder**

The Contractor shall be selected based on the Lowest Cost Selector (LCS) method, where the technically qualified bidder with the lowest financial bid (L1 Bidder) shall be awarded the tender.

The selection process shall involve:

- Technical evaluation of bids to qualify bidders.
- Opening of financial bids from technically qualified bidders.
- Award of tender to the L1 Bidder.

## **6. Appointment of Contractor**

- 6.1** Upon selection of the Successful Bidder, the Authority shall issue a Letter of Award (LoA) in duplicate to the Successful Bidder. The Successful Bidder shall, within seven (7) days of receipt of the LoA, sign and return the duplicate copy of the LoA to the Authority as acknowledgement. Failure to return the signed LoA by the stipulated date may result in Authority appropriating the Earnest Money Deposit (EMD) as damages, unless an extension of time is granted.
- 6.2** The issuance of the LoA shall not confer any rights upon the Successful Bidder. The Authority reserves the right to annul the award process, including the execution of the Agreement, without liability or obligation, and without providing reasons.
- 6.3** Upon issuance of the LoA, the Authority shall release the EMD of all Bidders, except the Successful Bidder.
- 6.4** Following acknowledgement of the LoA, the Successful Bidder shall submit the Performance Bank Guarantee and execute the Agreement within the prescribed period and in prescribed formats. The Successful Bidder shall not be entitled to seek any deviations, modifications, or amendments to the Agreement.

## **7. Performance Security**

- 7.1** The Contractor shall submit a Performance Security deposit in the form of an Unconditional Bank Guarantee in favour of the Commissioner, Municipal Corporation Bathinda, issued by a Scheduled or Nationalized bank. The amount of the Performance Security shall be equivalent to 5% value of the finalized contract value. The Performance Security shall be submitted within the thirty (30) days of issuance of Letter of Award to the Successful Bidder. The Bank Guarantee shall be valid up to 180 days after the date of Completion of Project (i.e. 3 years+ 180 days).



- 7.2** If the Successful Bidder fails to submit the Performance Security within the stipulated time or any extension thereof provided by the Authority, the Authority reserves the right to cancel the Letter of Award issued to the Successful Bidder without notice and invoke the Earnest Money Deposit (EMD) of such Successful Bidder.
- 7.3** No interest shall be payable on the Performance Security deposited with the Authority.
- 7.4** The Performance Security shall be forfeited if the Contractor:
- abandons or fails to perform the contract at any time during the Project Period; or
  - Submits fake or bogus documents in the tender to gain the contract, resulting in termination of the contract.
- 7.5** The Performance Security shall also be forfeited if the Contractor fails to perform the contract at any time or in other events as provided elsewhere in the contract.
- 7.6** An amount equivalent to 5% of each monthly bill will be deducted as retention security deposit up to maximum of 5% of the inalized contract value.
- 7.7** The Performance Security and retention security deposit shall be released to the Contractor only upon fulfilment of all the following conditions:
- Successful implementation of the project as stipulated in the Agreement.
  - Effective management, operation, and maintenance of all services under this Agreement.

## **8 Fraud and Corrupt Practices**

The Applicants participating in the bidding process and responding to the RFP and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under the RFP hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt

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practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Participating MC Bathinda who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Participating MC Bathinda, shall be deemed to constitute influencing the actions of a person connected with the
- a. “Bidding Process” engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Participating MC Bathinda in relation to any matter concerning the Project;
- b. “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Participating MC Bathinda with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **9 Miscellaneous**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Punjab shall have the exclusive jurisdiction over all disputes arising under, pursuant to

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and/ or in connection with the Bidding Process. The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees that the Authority, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **10 Scope of Work**

### **10.1 General Objective**

- 10.1.1** The objective is to ensure uninterrupted, efficient, and safe operation, maintenance, and management of the entire water supply and sewage system infrastructure (excluding Sewage Treatment Plant/s only) under Municipal Corporation Bathinda for the period of 3 years, while complying with environmental, safety, and technical standards.
- 10.1.2** All work shall be carried out in accordance with the norms of the Punjab Pollution Control Board (PPCB), Central Pollution Control Board (CPCB), guidelines of the Central Public Health and Environmental Engineering Organisation (CPHEEO). **The Prohibition of Employment as Manual Scavengers, and their Rehabilitation Act, 2013, Technical Advisory to Hon'ble CM for Operation and Maintenance (O&M) of Water supply and Sewer 2016** and all applicable laws and their amendments from time to time.
- 10.1.3** The whole sewer network shall be cleaned regularly as required to prevent any chocking of sewage network. Thereafter sewer network shall be cleaned as and when required. An Emergency Response Team shall also be deployed to address sewer chocking complaints immediately after receipt of any Complaint.

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- 10.1.4** The contractor shall establish a 24/7 main call centre in the MCB Office to address day-to-day complaints. The contractor will maintain records of complaints lodged through m-Sewa, PGRS, CM Portal, MC Bathinda website/portal/E-mail/WhatsApp, physical or any other Govt. website/portal/electronic media and written complaints in both soft and hard copy formats, using app-based or web portal-based system. MC Bathinda shall provide a room for establishing a call centre. Agency will bring all Complaints (received by any mode) on one platform so that their redresses can be monitored and Performance of the Agency can be quantified. Agency will provide access to MCB to enter /monitor Complaints on such platform. The agency will have to be share one link to MC Bathinda head office also. All the material, software & recurring expenditure of call centre have to be borne by the contractor except electricity bills.
- 10.1.5** All sewer-related and water contamination-related complaints shall be resolved within 24 hours except where major repairs are required.
- 10.1.6** The contractor shall assess & deploy all necessary machinery, equipment, and manpower, in accordance with applicable law to carry out the work.
- 10.1.7** Operate, maintain and manage the System in accordance with all applicable laws, rules and regulations, permits as per applicable law.
- 10.1.8** Provide, manage and maintain the workforce in accordance with the requirements, which includes all labour, administrative (related to the contracted services of the Agreement) and financial functions.
- 10.1.9** The contractor shall perform all sludge and residuals treatment, management, reporting, and disposal services. All desilted sludge obtained / generated shall be disposed off by the contractor at the nearest Sewage Treatment Plant (STP) or designated site or the space provided by MCB in accordance with applicable laws and regulations.
- 10.1.10** The Contractor shall maintain accurate and comprehensive records and prepare reports as necessary to comply with regulatory requirements and MC Bathinda directives.
- 10.1.11** The Contractor shall maintain an inventory of minimum one month of consumable supplies necessary for the operation and maintenance of the Water Supply & Sewerage System, ensuring adequate stock levels to support efficient functioning.
- 10.1.12** The Contractor shall obtain, manage, and maintain comprehensive insurance coverage for all machines provided by the MC Bathinda and for all workers engaged under this contract, including outsourced personnel. The Contractor shall submit insurance certificates along with every bill submission to the office. In the event of non-compliance, no further payment shall be made to the Contractor until the requisite proofs are furnished.

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- 10.1.13** The Contractor shall ensure insurance coverage for all sewer men in accordance with the directions issued by the Hon'ble Supreme Court.
- 10.1.14** The Contractor shall be responsible for obtaining, managing, and maintaining all necessary permits, licenses, and approvals required for the lawful operation of the System, ensuring compliance with applicable laws and regulations.
- 10.1.15** The contractor shall be solely responsible for any accidents, incidents, or mishaps occurring to workers or the general public during the execution of the work and shall be liable to bear all associated costs, damages, liabilities & other legal complication & claims arising therefrom.
- 10.1.16** The Contractor shall be responsible for and borne all penalties and levies arising from non-compliance with applicable laws and regulations during the contract Period.
- 10.1.17** The Contractor shall make necessary arrangements to bypass storm water ingress into the sewerage system during rainy days, preventing it from affecting the performance of the Sewage Treatment Plant (STP). This may include implementing suitable diversion mechanisms or other measures to ensure the STP operates efficiently and effectively.
- 10.1.18** The contractor shall make special arrangements, as desired by the department or administration in case of outbreak of epidemics, fires and any such like emergency situation. Expenditure incurred on this account shall be reimbursed to the contractor after due satisfaction of the Engineer-in-charge.
- 10.1.19** The work of bill generation, distribution of bills & revenue collection for the services of Water Supply & sewerage shall remain in the scope of MC Bathinda.
- 10.1.20** The duplicate keys to all the locks will be placed in the custody of the MC Bathinda.
- 10.1.21** Provide repair and replacement of facilities, systems, structures and equipment, etc. associated with the WTPs/installations/plants/line network and collection System in accordance with the Agreement.
- 10.1.22** The Contractor shall take all necessary precautions and preventive measures to ensure the safe operation of machinery, protecting the safety and well-being of its workmen and preventing accidents at the site.
- 10.1.23** The scope of Operation and Maintenance work under this contract also includes the cleaning and maintenance of surface drains, road gullies, and screening chambers that connect surface drains to the sewer system.
- 10.1.24** The Contractor shall be responsible for paying minimum wages to its employees in accordance with applicable Government rules and regulations.

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- 10.1.25** The Contractor shall pay staff salaries via NEFT/RTGS/Cheque as per Labour Commissioner rates for Punjab, categorized accordingly. Bill processing requires proof of previous month's salary deposit via RTGS/NEFT/Cheque, along with ESIC and EPF contributions for all staff. These documents must be included with the bill submission.
- 10.1.26** The Contractor shall capture internal photos and videos of the sewer network indicating exact location of work done using robotic/AI/3D camera methods and submit them to MC Bathinda on daily basis. Any late submissions may not be considered as an authentic proof of work done.
- 10.1.27** Any damage or breakage in the Water supply & sewer network shall be repaired/managed by the contractor at their own cost.
- 10.1.28** The Contractor shall also ensure that the sewer networks and manholes within the MC Bathinda are properly maintained and operated to prevent overflows, blockages, and chokings, thereby ensuring smooth and efficient sewage flow.
- 10.1.29** MC Bathinda shall hand over the existing WTPs and its allied machinery & components, Water Supply & sewerage network, pumping stations, Existing manpower and machinery etc. complete in all respect to the Contractor for operation and maintenance of the Water Supply & sewerage system.
- 10.1.30** MC Bathinda shall make monthly payments to the Contractor in accordance with the agreed-upon terms and conditions.
- 10.1.31** MC Bathinda will be responsible for paying the electricity bills.
- 10.1.32** MC Bathinda reserves the right to conduct third-party audits, site inspections, and sample testing.
- 10.1.33** The contractor shall be responsible for the O&M of the following components:
- Water Treatment Plants (WTPs), Sub Water Works, buildings, OHSR's, UGSR's, tube wells and all allied parts/valves/pumps/panels/machinery etc.
  - Main Pumping Stations (MPS)
  - Intermediate and Sub Pumping Stations including rainy season also (IPS/SPS)
  - Rising and Gravity Mains.
  - Sewerage Collection Network (including pipelines, manholes and interceptors)
  - Inlet Chambers, Screens, Grit Chambers, Road Gullies/Jallis including connecting pipe
  - Treated Effluent Reuse System (if any)
  - O&M of Laboratory & equipment and do regular testing as per norms.
  - All surrounding area of IMPS/MPS/WTPs/Disposals/OHSR/UGSR/Building complete in all respect.

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- 10 This includes, but is not limited to, all other available components and infrastructure related to the Water Supply & sewerage system at MC Bathinda, in addition to those mentioned above.
- 10.1.34** Agency shall deploy all mobile machinery after installation of GPS System. The access of dashboard will be given to Authority/MCB and Head Office. The daily GPS Reports of all such machinery will be submitted along with monthly payable Bill.
- 10.1.35** Maintain inventory of consumable supplies required for operation and maintenance of the Water supply & Sewerage System. Such inventory will be submitted along with monthly chargeable Fee Bill.
- 10.1.36** Obtain, manage and maintain all insurance of all manpower & machinery that include machines provided by MCB (if any) and for the manpower deployed. Copy of the same will be submitted to Authority with first monthly chargeable Fee Bill and thereafter of renewals and additional/replaced machines and manpower.
- 10.1.37** Identification & dismantling/uncovering the manholes buried under road for maintenance of sewer line and raising the same up to the required road level at no extra cost.
- 10.1.38** This includes, but is not limited to, all other available components and infrastructure related to the Water Supply & sewerage system at MC Bathinda, in addition to those mentioned above.

## **10.2 Detailed Scope of Work**

### **10.2.34 Operation and maintenance Responsibilities**

- Continuous operation of Water Supply and sewerage line network in the city complete in all respect.
- Continuous operation of Water Treatment Plants/ pumps/ tube wells /OHSR /UGSRs/ Valves/Dosing pumps/water treatment facility etc. complete in all respect to ensure seamless collection, treatment and also to ensure supply of potable water.
- Continuous operation of Main pumping stations Intermediate pumping stations /Rainy season disposals/pumps/ disposals etc. to ensure seamless collection and disposal of sewage.
- Ensure compliance with CPCB/SPCB discharge norms (BOD, COD, TSS, Ammonia, Nitrogen, etc.) if any and CPHEEO & WHO norms.
- Operate all mechanical, electrical, instrumentation and SCADA systems if any as per standard operating procedures (SOPs).
- Implement energy-efficient operations.
- Implement uninterrupted operations through DG sets in case of power failure. The Contractor shall ensure the availability and maintenance of necessary backup arrangements and alternative energy sources to guarantee the smooth operation of the project.
- Maintain adequate diesel stock for emergency operations during electricity outages.
- Maintain adequate consumables for water treatment operations during regular operations.
- Ensure optimized chemical dosing for coagulation, disinfection, and odour control.



- **Environmental Parameters:** Contractor will ensure dust, silt, Air pollution & noise levels as per guidelines prescribed by CPCB/SPCB on Ambient Air Quality Standards and Noise Pollution at site and in the vicinity.
- Routine, preventive, and breakdown maintenance of all electro-mechanical equipment, pipelines, SCADA if any, Labs, buildings and other infrastructure.
- Regular inspection and upkeep of:
  - ✓ Pumps, blowers, motors, panels, switches, starters, wiring, transformers and DG sets.
  - ✓ Valves, screens, grit removal systems, backwash, filtration plant, flocculators and dozers etc. complete in all respect.
  - ✓ Clarifiers, aeration tanks, digesters if any.
- Maintain spare part inventory and service logs.
- Timely repair/replacement of manhole covers, lines, and fittings/Joints in Water Supply & sewerage network.

#### **10.2.2 Sewer and Water Supply Network Maintenance**

- Cleaning and desilting of sewers, drains, and manholes using Super sucker, Grab bucket desilting machine, jetting & suction machines as per a pre-approved schedule.
- Continuous supply of water system at consumer end including treatment system.
- Disposal of collected sludge at the space allocated adjacent to STP.
- CCTV/AI/Robotic inspection of critical sewer lines & Water Supply lines for preventive diagnostics.
- Quick response team always ready to clear sewer blockages, overflows, Water Contamination problem, leakages and Water Supply/ Sewerage line damage, sludge handling of desilted sewer and choke complaints.
- Regular Road Gullies cleaning.
- Safe and hygienic cleaning practices as per Safai Mitra Suraksha Guidelines – No manual scavenging.
- Inspection for leakages and water contamination, zoning
- Stock Management (Chemicals, disinfectants, diesel, PPEs etc. complete in all respect.

#### **10.2.3 Sludge and Residual Management**

- Dewatering, transportation, and scientific disposal of sludge as per CPCB / SPCB guidelines if any.
- Operation of mechanical dewatering units.



- Maintain logbooks of sludge volume and disposal points.
- Sludge disposal resulting from desilting of sewer lines at the nearest Sewage Treatment Plant (STP) or designated site, in accordance with applicable laws and regulations or the space provided by MCB.

#### **10.2.4 Laboratory Services & Monitoring**

- Setup and operate an in-house laboratory or tie-up with an NABL-accredited lab for routine water sampling.
- Maintain records for compliance reporting.
- Daily monitoring and testing of Raw Water samples, treated water and field water samples as per CPHEEO norms/frequency.

#### **10.2.5 Cleaning and Housekeeping**

- Daily cleaning of plant premises, admin buildings, pump houses, WTPs S&S Tanks, OHSR, UGSR and stores etc.
- Vector control (mosquito, rodents) and pest control using safe methods.
- Janitorial services for washrooms, laboratories, and staff facilities.
- Maintain hygiene in sludge drying beds and solid waste handling zones if any.
- Maintain horticulture works in & around WTPs, MPS, Tubewells, OHSR/UGSR, Storage & Sedimentation Tanks etc. complete in all respect.

#### **10.2.6 Fuel, Utilities, and Consumables**

- Maintain adequate stock of:
  - ✓ Diesel for DG operations
  - ✓ Lubricants and coolants
  - ✓ Chemicals: Poly Aluminium Chloride (PAC), dosing material, Alum, Bleach, Polymers, Sodium hypochlorite etc.
- Ensure calibration and metering of utilities.

#### **10.2.7 Staffing and Safety**

- Deploy qualified and trained staff, including Pump operators, sewer men, fitters, Chemists, electricians, cleaners, Fitter collie, supervisors etc.
- Comply with minimum manpower norms (CPHEEO) and 24x7 shift operations.
- Follow Safai Mitra Suraksha norms:
  - ✓ No entry into manholes without safety gear, gas detection, and rescue team standby

- ✓ Provide PPEs, harnesses, gas monitors, and stretchers etc. and maintain the inventory of same.
- Conduct monthly safety drills and trainings.
- Maintain accident/incident register and insurance coverage for all workers.
- Details of the manpower and machinery deployed for the execution of the project, including their contact information/registration numbers should be shared with the authority.
- Arrangement for quarterly health check-ups and awareness camps for workers involved in sanitation activities, as well as on an as-needed basis.
- Maintain attendance record of the deployed staff and submit to the MC Bathinda.

#### **Safety, Hygiene, and Environmental Management**

- Implement occupational health and safety protocols for all operations.
- Maintain cleanliness of premises, facilities, and equipment.
- Ensure environmentally sound practices for handling chemicals, and cleaning operations.
- Daily cleaning of plant premises, admin buildings, pump houses, stores, etc.

#### **10.2.8 Monitoring, Reporting and Documentation**

- Daily, monthly, and annual reports on:
  - ✓ Inflow/outflow data
  - ✓ Compliance status
  - ✓ Maintenance activities
  - ✓ Sludge & waste disposal if any.
  - ✓ Complaints and grievance redressal
  - ✓ Logbooks for equipment operation
  - ✓ Maintenance registers
  - ✓ Energy consumption data
- Maintain logs of diesel usage, energy bills, chemical consumption, and breakdowns.
- Submit periodic reports (daily, weekly, monthly) to the MC Bathinda on performance indicators, service interruptions, maintenance undertaken, and consumer complaints addressed.
- Maintain logs of diesel usage, energy bills, chemical consumption, and breakdowns.
- Maintenance of attendance registers for deployed manpower.

#### **10.2.9 Consumer Services and Grievance Redressal**

- Establish a 24/7 main call centre in the MCB Office to address day-to-day complaints.

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- Assist the MC Bathinda in addressing consumer complaints related to Water Supply & sewerage network disruptions, pressure issues, and quality system.
- Maintain a log of complaints received and action taken, with resolution timelines.
- Support awareness campaigns on Water Supply & sewerage system.
- Routine Submission of data as demanded by Govt. department time to time.

**10.2.10 Tools and Equipment**

- Arrange and maintain necessary tools and testing kits for regular O&M.
- Arrange safety gear, and spare parts.
- Conduct periodic calibration of flow meters and sensors if any.

**10.2.11 Coordination with MC Bathinda and Other Agencies**

- Attend review meetings with the MC Bathinda, Any Govt. department as and when required.
- Support MC Bathinda in emergencies, new connections, audits, or inspections by government bodies or third-party agencies.

**10.2.12 SCADA and Automation**

- Operate and maintain all installed SCADA, PLC, and IoT systems for remote monitoring.
- Ensure real-time data transmission and backup storage.
- Conduct periodic calibration of flow meters and sensors.

**10.2.13 Other Conditions**

- a Electricity bill at all pumping stations/Water works/disposals shall be paid by the MC Bathinda. However, if any type of surcharge is levied on the electricity bill for reason like less power factor, over loading, sparking or short circuiting of equipment's, due to lose connection etc. shall be chargeable to the contractor.
- b O&M of existing Water Supply & Sewerage system shall be taken in hand by the contractor from the date of agreement on as is, where is basis. The new lines of water supply & Sewerage laid in the town during the contract period, if increase up to 5% of the whole scope will be added to the O&M work continuously as and when there are completed & commissioned. Nothing on this account shall be payable to the contractor.
- c The lines of water supply & Sewerage system handed over in the town to MC Bathinda during the contract period, if increase up to 5% of the whole scope will be added to the O&M work continuously as and when there are handed over on as is, where is basis. Nothing on this account shall be payable to the contractor.

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- d The payment will only be made for the period actually the services are maintained by the contractor. Interruption period due to any reason will not be paid. The contractor will on occurrence of interruption in sewer/water Supply, set right the defects within 24 hours. In case the contractor fails to rectify the defects within 24 Hours, the department is at liberty to remove these defects. The department shall recover triple the cost of rectification from the contractor.
- e Log book for every unit of installation in operation shall be maintained by the contractor & same will be accessible to the officer/official of the department all the times.
- f The duplicate keys to all the locks will be placed in the custody of the Assistant Engineer/SDE in charge.
- g If there is any damage to public/private property due to maintenance fault (Water Supply & Sewerage) the contractor will be fully responsible for the damage in spite of all the precautions taken by him. He shall be responsible for payment of compensation if any, and shall settle all other legal complications and claims there at his own.
- h The schedule of operation of installation in Water Supply distribution and Sewerage system will be prepared by the contractor in advance for smooth & satisfactorily running of the scheme. The same will be got approved from concerned Executive Engineer/SDE. Changes, if any shall be adopted on written consent of Executive Engineer/SDE in charge.
- i The Contractor will have to make arrangement for watch and ward of the installation & will be totally responsible for the safety and security of the installations.
- j This O&M period is extendable for further period of three months in emergency by giving seven days' notice to the contractor at same terms & conditions and rates as approved for the whole tendered period. In case it is necessary to terminate the contract, Engineer-in-Charge can do the same without assigning any reason with a notice of seven days. The contractor will get comprehensive group insurance of all his workers under this contract.
- k The contractor will get comprehensive group insurance of all his workers under this contract. The Cost of EPF and insurance is included in DNIT. The contractor will submit proof of the deposit of EPF and insurance issued by concerned department at the time of submission of bill to the office. In case same is not deposited the further payment of bill will not be made to contractor till the same is deposited in office.
- l The contractor will also take all precautions and preventive measures required to handle the machinery for operation of installation to ensure safety of its workmen and prevent accidents at the site. In case of any accident in spite of all protections taken by him, he shall be responsible for

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- payment of compensation if any to the workmen and shall settle any/all other legal complications & claims there at his own.
- m The contractor will maintain "Service centres" at suitable place in the town, with the consent with the concerned Assistant Engineer/SDE and space will be provided by the department free of cost. The complaints received through toll free numbers, electronic media & also from MCB/PWSSB officials or Municipal Councillors also shall be incorporated.
- n The contractor will disconnect the defaulter's connection if any after getting information from the concerned Assistant Engineer/SDE.
- o If during the maintenance it comes into the notice of the contractor about the illegal connection then he will inform the concerned Junior Engineer/Assistant Engineer immediately. If at any time during the incumbency of the contract period it comes in the notice of the department, that the contractor or his representative is malpractice or involves in the misutilization of the system then his contract can be terminated and he can be black listed along with taking legal or departmental action against him which will be found suitable according to his fault.
- p The installation should be operated by the qualified pump operators as per Punjab Government rules/labour laws having valid ITI/diploma course certificate.
- q The contractor shall make special arrangements, as desired by the department or administration in case of outbreak of epidemics, fires and any such like emergency situation. Expenditure incurred on this account shall be reimbursed to the contractor after due satisfaction of the Engineer-in-charge if any.
- r The contractor shall undertake prompt repair of leakage in the distribution network regularly & maintain record.
- s Sufficient quantity of all consumable such as pipes, Pig lead, D-Joints, manhole cover and frame etc. for operation & maintenance of the Water supply & sewerage system shall be kept in stock by the contractor.
- t All surcharges/Penalties if caused due to this work by other departments will be charged to the contractor.
- u The contractor should access the current electricity consumption at various installations and ensure that electricity consumption is optimized from existing levels.
- v Ensure that there is no overflow at any point of time.
- w Contractor should ensure proper cleanliness and landscaping of various existing/proposed installation like water works, MPS to the entire satisfaction of Engineer-in-charge or his representative.

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- x On completion of contract the Contractor shall hand over the all assets to the Engineer-in-charge to his entire satisfaction he should ensure that all the machines & equipment including water supply & sewerage lines are in working conditions.
- y During the O&M period no overflow of manholes in the town is acceptable.
- z Some other conditions to be met in the O&M cost shall be as follows:
- Blockage of sewer line shall be removed within 24 hours.
  - Desilting of sewer lines shall be carried out regularly in routine and especially before start of rainy season as per schedule given by the department and the record of the same shall be maintained.
  - The contractor shall have to strictly ensure, the use of safety kits/ equipment's by the sewer men and other staff to check any type of mishap for which he shall be responsible.
  - Hygienic disposal of silt/manure is included in the scope of the contractor.
- aa The contractor will dispose of hygienically the material collected at screens every day in the nearby municipal dump and ensure clean and healthy environment in side & outside the pumping stations / installations. No extra cost will be paid for this.
- bb There is less or almost no storm sewer in city and during rainy days, the storm water finds ingress into sewerage system and agency should made arrangement for by passing the same from STP if any to avoid any type of effect on the performance of the STP. The surface drains are connected with sewer through road gullies and screening chambers. There are about 36000 road gullies in the city for draining storm water/other surface runoff or any other kind of flows. All such road gullies shall ensure to be cleaned minimum twice a year i.e in month of June and November. The number of road gullies is indicative only. Agency may carry out the survey itself independently. The conducting pipe from road gully to manhole will have to be cleaned along with road gully. The Lump sum rate (quoted by agency) includes aforesaid work, no extra payment on this account shall be considered on any scope.
- cc If any type of accident is there due to broken manhole cover and frame the contractor will be fully responsible for the damage in spite of all the precautions taken by him. He shall be responsible for payment of compensation if any, and shall settle all other legal complications and claims there at his own.
- dd It will be the moral responsibility of the contractor to pay minimum wages as per Govt. Rules and Regulations.
- ee On taking possession of the installation, the contractor will provide one coat of enamel paint to the doors and piping's etc. Dry distemper to the interior of pump chamber, snow cem to the exterior and

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boundary pillars in the required colours and shades to the satisfaction of Engineer -in- charges or his representative.

- ff Payment to the agency shall be made on monthly basis after deducting the applicable taxes and only after due verification that the necessary payment has been made by the agency and as per actual deployment of staff.
- gg The staff of the contractor will also maintain a complaint register for the water supply & sewerage system and inform the Junior Engineer/SDE in charge about it daily.
- hh The contractors will ensure insurance policy for the sewer man (outsources) as per direction by Hon'ble Supreme court.
- ii The contractors shall deposit the salary of the staff through NEFT/RTGS/Cheque as per labour commissioner rates, Punjab as per category of the staff deployed in this contract. The bill of the contractor shall be passed on production of proof of deposit of salary of staff through RTGS/NEFT/ Cheque for previous month along with ESIC share EPF share of the staff and all documents shall be part of the bill.
- jj If the department has any infrastructure with which the sewer does not open then they should be opened on their own level with jetting machine / Super sucker machine on the sewer lines, no separate payment will be made and the complaint will be resolved within 24 hours. In case of non - performance, the work will be done at risk of cost and action will be taken against contractor as per the terms of the agreement.
- kk Payment to the agency shall be made on monthly basis and only after due verification that the necessary payment has been made by the agency and as per actual deployment of staff.
- ll It will be the moral responsibility of the contractor to pay minimum wages as per Govt. Rules and Regulations. In Case the minimum wages are revised by Pb. Govt. during the contract period of this works the difference of cost involved will be reimbursed recovered from the Contractor as the case may be.
- mm Amount of GST will be pay to the contractor keeping in view the various notification issued from Ministry of Finance Department of Revenue Govt. of India from time to time including Notification No.11/2017, 02/2018, 22/2021.
- nn Civil work during the contract period if any shall be carried out by agency.
- oo It is necessary for the agency to make operational all 2/3rd (66.66 %) Motors/machinery (DG Sets, Pump Sets) installed at any of installation shall be kept in working conditions all the times during contract period. If at any instance occurs when more than 2/3rd (66.66 %) of such machinery is found unfunctional, each such event shall attract a penalty of Rs 1,00,000/- per installation. Also if

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100% of the machinery of that installation is not restored even after 20 days of such incident, Rs 10,000/- per day shall be recovered from the payable monthly bill.

- pp For desilting/cleaning of sewer lines, agency will have to supply schedule of the lines to be cleaned/desilted in advance as preventive measures. RFI (Request for Inspection) shall be submitted to the Engineer In-charge for every reach (One MH to next MH) prior to start desilting/cleaning.
- qq Super sucker payments will be made based on the actual work performed however and its cost is to be included in the lump sum rate to be quoted by the bidder. The contractor shall also ensure that the cleared line remains functional for at least two years from the date of work completion.
- rr In case of contamination of drinking water in particular locality, the contractor will disconnect the W/S line immediately and bring it to the notice of JE/SDE concerned and will make alternative arrangement to supply potable water through tankers till rectification of the fault at his own cost.
- ss Any repair to the machinery, civil structure, equipment's etc. required during the contract period will be got done by the contractor at his own cost including cost of material.
- tt All consumable/implements items for successful O&M of Water supply & sewerage system will be provided by the contractor at his own cost.
- uu Sodium hypo chloride, Alum or any disinfection agent as approved by Engineer-in-charge for disinfection of the water will be arranged by the contractor at his own cost. The contractor will also maintain record for consumption of disinfection agents used for this purpose and its cost is included in the lump sum quoted rate. All documents shall be part of the bill i.e actual purchase bill and proof of its actual consumption.
- vv In case Water Supply & Sewerage scheme is taken over by the MC Bathinda from any other department, than the MC Bathinda is at liberty to transfer the contract to other agency & no claim on this account shall be entertained.
- ww The work of bill generation, distribution of bills and revenue connection shall remain in the scope of department.
- xx The department/ any competent authority can undertake daily, weekly and monthly testing of water quality at source/ consumer taps for checking the residual chlorine content and also physical, chemical and bacteriological quality parameters. The residual chlorine of 0.2 PPM shall be maintained at the farthest end of the town. The Engineer-in-charge is at liberty to get the random water samples tested from any other reputed laboratories.
- yy Water sampling should be done at CPHEEO norms to ensure water quality standards are met for drinking water and wastewater. Sampling and testing of treated water should be done by the



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contractor regularly and its record should be maintained. The report of the same shall be submitted to the concerned SDE weekly.

- zz The Municipal Corporation, Bathinda/ Punjab W/S & Sewerage Board, Bathinda have some employees working on current O&M of Water supply and sewerage system. These employees will be part and parcel of the O&M. **The salary of the regular employees only will be paid by MC Bathinda** directly based on attendance/ duty sheet submitted by the contractor. Such attendance/ duty sheets should be submitted by 25th of every month. The list of such employees (regular only) along with the salary, designation etc. is attached in the DNIT. However, **the salary of the outsourced staff will be paid by the agency** directly to the staff as per the prevailing minimum wages (D.C. Rates) as per labour laws. No replacement against the regular employee if retires during the pendency of the contract will be given to the contractor by MC Bathinda. However, the contractor has to deploy replacement of the same at his own level. No extra payment on this account shall be payable to the contractor.
- aa If at any stage during the contract period, the outsourced / contractual employees have been regularized by the Govt., then the difference of the salary as fixed by the Government above the prevailing minimum wages (D.C. Rates) as per labour laws shall be paid by the MC Bathinda.
- bb For OHSR/UGSR, contractor should ensure that there is no overflow at any point of time.
- cc The Contractor shall have to strictly follow the Provision of “The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act 2013 and rules Frames / Instruction issued in this regard. In case of any failure in this regard on the part of contractor He will be Liable for Legal / Penal Action.
- dd The Bidder must attach a photograph for Execution of Work on GPS Map Camera Lite App with every bill in Pen drive.
- ee The Bidder must attach a photograph of GPS Map Camera Lite App and Videography with CCTV camera in Pen drive for Execution of Work Desilting of Sewer Lines with every bill.
- ff Inspection of manholes with CCTV Survey after de-silting of each sewer length between manholes shall be reported in accordance with the sample format to be submitted by the Contractor and approved by the Engineer in charge.
- gg Some manholes are inaccessible/or buried, the contractor shall search the buried manholes and make arrangements to make the manhole sites approachable at his own risk and cost. If any manhole is found buried, the same will be traced and necessary excavation/dismantling/Reinstatement/ raised up to the road level will be done by the contractor and nothing extra will be paid on this account. The contractor will arrange hydraulic excavation/JCB for

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the same, if required without extra claim to the department. Specific arrangements for accessing the manholes or the sewer line may involve providing scaffolding, struts, supports through tubular pipes etc. or construction of temporary platforms with M.S. Sheets, plants, gunny bags filled with earth, or other construction work. The same irrespective of the nature or cost shall be made by the contractor at his own risk & cost. The successful contractor shall take precautions for preventing loss of life/accident or any mis-happening in this regard & in the event of its occurrence he shall be fully responsible & liable for making good the same payment of compensation and/or fine/punishment under relevant rules/law.

- hhh The Contractor Shall have to strictly follow the Provision of “The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act 2013 and rules Frames / Instruction issued in this regard. In case of any failure in this regard on the part of contractor He will be Liable for Legal / Penal Action.
- iii The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes, levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the Contractor will have to pay for the performance of this Contract. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- jj The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.
- kk The Contractor shall be absolutely and solely responsible for any accident that may occur during the progress of work and for injury or damage to the persons or property or such like loss. To achieve this end, the contractor shall at these own expenses take every necessary and timely precautions against injury or accident to the work or any person or property and shall protect and support all such structures or properties or the things which may be able to damaged. In the event of the accident leading to death or injury of any description to any person or worker and for any damage to structure, of things the contractor shall be solely responsible for the same and make good the same at his own cost and shall indemnify the Municipal Corporation, Bathinda on whose behalf the works are being executed by paying claim or expenses. However, on account thereof the executing agency shall get insured all its employees/workers/Third party liability for appropriate amounts (as per latest govt guidelines)
- ll The contractor shall comply with the “Safety Guide for men working in sewer” as published by ‘National Human Right Commission’ and follow strictly to the Directions given by the Supreme

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Court/High Court regarding the case of accident of manhole workers in the city. He shall be fully responsible for the any accident if occur during the work. Municipal Corporation, Bathinda will not help in any occasion.

mmm The Contractor shall carry out inspection of the sewers with CCTV & after desilting. Contractor shall provide photographic/video graphic evidence in the form of Pen drive/Compact Data (CD). Nothing extra shall be paid on this account.

## **11 Performance Indicators & Service Level Agreement (SLA)**

To ensure transparency and efficiency in service delivery, the Contractor shall be monitored based on key performance indicators (KPIs) and service levels. These performance metrics will also serve as the basis for performance evaluation, payment release, and extension decisions.

### **11.1 Key Performance Indicators (KPIs) and Service Level Agreement (SLA) Enforcement**

<b>S. NO</b>	<b>Description of performance Set</b>	<b>Acceptable Limit</b>	<b>Reduction in payment as % of monthly O&amp;M Charges</b>	<b>Minimum Service Level) (Performance Standard)</b>
1	Sewerage Network / water supply Pipeline Breakages	1 per month /50km	1% of the monthly payments for each default exceeding the Acceptable Limit	<p>≤ 24 hours (others)</p> <p>Restoration work shall begin immediately on reporting,</p> <p>Sewer/ water supply Network pipeline breakages that are not repaired within 24 hours.</p>
2	Chokes/Blockages and Water contamination	1 per month/50 km length	do	<p>≤6 hours (critical areas), ≤ 24 hours (others)</p> <p>Rectify Chokes/blockage within 24 hours of reporting/complaint/ Identification.</p> <p>Critical areas mean commercial &amp; Public officials area in the city.</p>
3	Pumping Stations & DG Sets	1 per month	If at any instance occurs when more than 2/3 <sup>rd</sup> (66.66 %) of such machinery is found dysfunctional, each such event shall attract a penalty of Rs	Agency to make operational all 2/3 <sup>rd</sup> (66.66 %) Motors/machinery (DG Sets, Pump Sets) installed at any of installation shall be kept in working conditions all the times during contract period.

Superintending Engineer  
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Bathinda

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Municipal Corporation,  
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			1,00,000/- per installation. Also if 100% of the machinery of that installation is not restored even after 20 days of such incident, Rs 10,000/- per day shall be recovered from the payable monthly bill.	
4	Pumping efficiency	2 per month	1% of the monthly payments for each default exceeding the Acceptable Limit	Decrease in pumping efficiency by more than 50% of original designed capacity.
5	Overflow from Pumping Station	1 per month	1% of the monthly payments for each default exceeding the Acceptable Limit	No overflow shall be allowed from the pumping station.
6	Replacement of Manhole Covers	1 per month/ 50km	Rs. 1000 per number of covers not replaced in within stipulated time for each day.	Replaced damaged manhole covers should be replaced immediately. ≤ Max 24 hours (others) ≤ 6 hours for Stolen/missing covers.
7	Safety Compliance (Safai Mitra Suraksha)/ manual scavenging	100% usage of PPE & zero manual scavenging	Rs. 100000 per incident.	100%
8	Preventive Maintenance (Planned vs. Actual)	90% monthly preventive activities completed	1% of the monthly payments for each default exceeding the Acceptable Limit	≥ 90% monthly preventive activities completed
9	Complaint resolution (citizen/stakeholder)	90% resolved within SLA	1% of the monthly payments for each default exceeding the Acceptable Limit	≥ 90% resolved within SLA
10	Monthly/Daily Reporting & Data Submission including Lab Testing reports.	100% by 5th of every month/daily Report on same day.	Rs 10,000 per day per Report	100% by 5th of every month/daily Report on same day.

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11	Chemical stock management	100% Availability	No critical chemical out-of-stock > 1 day	No critical chemical out-of-stock > 1 day
12	Sludge disposal as per guidelines	100% compliance with disposal SOPs	Rs10,000 per day per Report if action for disposal is taken by MCB.	≤ 2 hours
13	Lab testing and record keeping of water tests.	Frequency & logs	Rs 1000 per less sample taken/tested	As per CPHEEO norms of Daily samples tested and reported

**Note:**

- ✓ A penalty will be imposed for each incident where the contractor fails to meet any of the above key level indicators. If the contractor fails to meet multiple Key Performance Indicators (KPIs), penalty will be applicable for all the incidents as mentioned in Table above.
- ✓ The contractor will on occurrence of interruption in sewer/water Supply services, set right the defects within timelines as per above Table. In case the contractor fails to rectify the defects within the given timelines, the department will be at liberty to remove the defects/restore services. The department shall recover triple the cost of actual rectification from the contractor and contractor will not claim for this.
- ✓ The penalty will be deducted considering 50% cost of quoted Lump sum rate each for Water Supply & Sewerage service for the of the default service.
- ✓ No penalties will be levied on the Water Supply & sewerage network during the initial one-month period from the commencement date of the work.
- ✓ Authority reserves the right to conduct third-party audits, site inspections, and sample testing.

## **12 Project Duration**

The contract shall be valid for an initial period of three (3) years from the date of signing the Agreement. Based on the contractor's performance. The extension if any, is not automatic and will depend on factors such as compliance with the scope of work, service quality, timely reporting, and adherence to relevant safety and environmental norms. The contract Period for the Project shall be three (3) years, commencing from the Date of the signing of Agreement.

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**13 Basic Details of existing Water Supply & Sewerage System of Authority**

**13.1** The basic details of the network is indicative only which may be different at site or actual. The Basic details regarding Water supply & Sewer System of Authority are as under: -

<b>Sr. No.</b>	<b>Particulars</b>	<b>Status</b>
1	Population as per census 2011	285000
2	Current Population	402000
3	Households as per census 2011	63000
4	Nos. of Wards in the city	50
5	Area of the city	76 Sq. Km.
6	Sewerage Generation	60 MLD
7	Total Sewerage Network	809 Km
8	Coverage of Sewerage Network	92%
9	Storm Sewerage	5 Km
10	Total no. of Disposal Plants	27 nos.
11	Sewerage suction cum jetting machines	2 nos.
12	Super Sucker Machine	01 Nos. (Currently with PWSSB)
13	Sewerage Treatment Plant (not in scope of work)	02 Nos. (52 MLD+4.5 MLD)
14	Existing Treatment Capacity	56.5 MLD) i. 52 MLD STP, Mansa Road Bathinda. ii. 4.5 MLD, Transport Nagar, Bathinda.

**13.1.1 Length of Sewerage Network Category Wise**

<b>Sr. No.</b>	<b>Category</b>	<b>Approx. Length (in KM)</b>
1	More than 900 mm Diameter	15.00
2	601-900 mm Diameter	42.00
3	301-600 mm Diameter	43.00
4	Upto 300 mm Diameter	809.00
	<b>Total</b>	<b>909.00</b>

**13.1.2 Length of Sewerage Network material Wise**

<b>Sr. No.</b>	<b>Category</b>	<b>Approx. Length (in KM)</b>
1	Concrete Pipes (Plain/Reinforced Cement Concrete - PCC/RCC)	57.00

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2	Ductile Iron Pipes (DI)	19.00
3	Polyvinyl Chloride Pipes (PVC)	60.50
4	Stone Ware (SW)	772.50

**13.1.3 Length of Water Supply Network Category Wise**

Sr. No.	Category	Approx. Length (in KM)
1	750 mm Diameter	6.00
2	601-750 mm Diameter	16.00
3	301-600 mm Diameter	58.00
4	100-300 mm Diameter	720.00
5	Upto 80mm Diameter	130.00
	<b>Total</b>	<b>930.00</b>

**13.1.4 Length of Water Supply Network material Wise**

Sr. No.	Category	Approx. Length (in KM)
1	Asbestos Cement Pipe (AC)	498.00
2	Ductile Iron Pipes (DI)	416.00
3	Cast Iron Pipes (CI)	16.00

**13.2 Detail of Existing Pumping Station**

Sr. No.	Details of Pumping Station	Type of Pumping Station	Capacity if any				Remark
			S. No.	BHP	Machinery	Qty (No.)	
1	Main Disposal works Mansa Road	Main Disposal	1	200	BHP Motor Pump Set	3	
			2	120	BHP Sub. Pump Set	2	
			3	100	BHP Motor Pump Set	3	
			4	90	BHP Motor Pump Set	1	
			5	5	BHP Motor Pump Set	2	
			6	3	BHP Motor Pump Set	2	
			7	180	KVA Gen Set	1	
			8	320	KVA Gen Set	1	
			9	500	KVA Gen Set	1	
2	Main Disposal	Intermediate	S.	BHP	Machinery	Qty	

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	works Harbans Nagar	Pumping Station	<table><tr><td>No.</td><td></td><td></td><td>(No.)</td></tr><tr><td>1</td><td>50</td><td>BHP Motor Pump Set</td><td>2</td></tr><tr><td>2</td><td>2</td><td>BHP Motor Pump Set</td><td>1</td></tr><tr><td>3</td><td>60</td><td>BHP Motor Pump Set</td><td>1</td></tr><tr><td>4</td><td>82.5</td><td>KVA Gen Set</td><td>1</td></tr></table>				No.			(No.)	1	50	BHP Motor Pump Set	2	2	2	BHP Motor Pump Set	1	3	60	BHP Motor Pump Set	1	4	82.5	KVA Gen Set	1									
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3	Disposal Works Alam Basti	Intermediate Pumping Station	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>20</td><td>BHP Motor Pump Set</td><td>1</td></tr><tr><td>2</td><td>75</td><td>BHP Motor Pump Set</td><td>2</td></tr><tr><td>3</td><td>30</td><td>BHP Motor Pump Set</td><td>1</td></tr><tr><td>4</td><td>2</td><td>BHP Motor Pump Set</td><td>1</td></tr><tr><td>5</td><td>125</td><td>KVA Gen Set</td><td>1</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	20	BHP Motor Pump Set	1	2	75	BHP Motor Pump Set	2	3	30	BHP Motor Pump Set	1	4	2	BHP Motor Pump Set	1	5	125	KVA Gen Set	1					
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4	Disposal work New Alam Basti	Only for Rains	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>60</td><td>BHP Motor Pump Set</td><td>2</td></tr><tr><td>2</td><td>100</td><td>BHP Motor Pump Set Maintained by MC Bathinda</td><td>1</td></tr><tr><td>3</td><td>250</td><td>KVA Gen Set</td><td>1</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	60	BHP Motor Pump Set	2	2	100	BHP Motor Pump Set Maintained by MC Bathinda	1	3	250	KVA Gen Set	1													
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5	Disposal works Sanjay Basti (Deep Nagar)	Intermediate Pumping Station	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>40</td><td>BHP Motor pump Set</td><td>2</td></tr><tr><td>2</td><td>50</td><td>BHP Motor pump Set</td><td>1</td></tr><tr><td>3</td><td>75</td><td>BHP Motor pump Set</td><td>1</td></tr><tr><td>4</td><td>20</td><td>BHP Motor pump Set</td><td>1</td></tr><tr><td>5</td><td>2</td><td>BHP Motor pump Set</td><td>1</td></tr><tr><td>6</td><td>125</td><td>KVA Gen Set</td><td>1</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	40	BHP Motor pump Set	2	2	50	BHP Motor pump Set	1	3	75	BHP Motor pump Set	1	4	20	BHP Motor pump Set	1	5	2	BHP Motor pump Set	1	6	125	KVA Gen Set	1	
S. No.	BHP	Machinery	Qty (No.)																																
1	40	BHP Motor pump Set	2																																
2	50	BHP Motor pump Set	1																																
3	75	BHP Motor pump Set	1																																
4	20	BHP Motor pump Set	1																																
5	2	BHP Motor pump Set	1																																
6	125	KVA Gen Set	1																																
6	Temporary Disposal works Partap Nagar Thandi Sadak	Temporary Disposal works	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>50</td><td>BHP Motor Pump Set</td><td>2</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	50	BHP Motor Pump Set	2																					
S. No.	BHP	Machinery	Qty (No.)																																
1	50	BHP Motor Pump Set	2																																
7	Disposal works Sanguana Basti	Intermediate Pumping Station	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>25</td><td>BHP Submersible Pump set</td><td>2</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	25	BHP Submersible Pump set	2																					
S. No.	BHP	Machinery	Qty (No.)																																
1	25	BHP Submersible Pump set	2																																
8	Disposal works Sanguana Basti	Reany Season	<table><tr><td>S. No.</td><td>BHP</td><td>Machinery</td><td>Qty (No.)</td></tr><tr><td>1</td><td>25</td><td>BHP Submersible Pump</td><td>1</td></tr></table>				S. No.	BHP	Machinery	Qty (No.)	1	25	BHP Submersible Pump	1																					
S. No.	BHP	Machinery	Qty (No.)																																
1	25	BHP Submersible Pump	1																																

Superintending Engineer  
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					set		
			2	62.5	KVA Gen Set	1	
9	Temporary Disposal works Parasram Nagar	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	40	BHP Motor Pump Set	2	
			2	2	BHP Motor Pump Set	1	
			3	62.5	KVA Gen Set	1	
10	Disposal works Amrik Singh Road (Only Rains)	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	40	BHP Motor Pump Set	2	
			2	20	BHP Motor Set	1	
			3	2	BHP Motor Set	1	
			4	125	KVA Gen Set	1	
11	Disposal works Near DC Residence (Only for Rains)	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	20	BHP Motor Pump Set	2	
			2	62.5	KVA Gen Set	1	
12	Temporary Disposal works Aggarwal Colony (Only for Rains)	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	20	BHP Motor Pump Set	1	
			2	12.5	BHP Motor Pump Set	1	
			3	2	BHP Motor Pump Set	1	
			4	62.5	KVA Gen Set	1	
13	Disposal works Janta Nagar, Ram Bagh & Near Canal	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	5	BHP Motor Pump Set	1	
			2	5	BHP Dewatering pump Set	1	
			3	20	BHP Motor Pump Set	2	
14	K- Point Power House Road (Only for Rains)	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	150	BHP Motor Pump Set	2	
			2	2	BHP Motor Set	1	
			3	150	BHP Sub Pump Set	1	
			4	80	BHP Sub Pump Set	1	
			5	100	BHP Pump Set	2	
			6	250	KVA Gen Set	1	

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			7	320	KVA Gen Set	1	
15	Canal Colony Disposal Works	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	75	BHP Motor Pump Set	3	
			2	90	BHP Motor Pump Set	1	
			3	5	BHP Motor Set	1	
			4	5	BHP Motor Pump Set	1	
			5	320	KVA Gen Set	1	
16	1 No. Growth Center Disposal works	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	25	BHP Motor Pump Set	3	
			2	3	BHP Motor Set	2	
			3	82.5	KVA Gen Set	1	
17	Temporary Disposal work Sirki Bazar	Rainy Season	S. No.	BHP	Machinery	Qty (No.)	
			1	40	BHP Motor Pump Set	2	
			2	40	BHP Sub Pump Set	1	
			3	125	KVA Gen Set	1	
18	Disposal Works Dairy Scheme, Adarsh Nagger	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	40	BHP Motor Pump Set	2	
			2	5	BHP Motor Pump Set	1	
19	Disposal Works Kheta Singh Basti	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	30	BHP Motor Pump Set	2	
20	Oriya Colony	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	3	BHP Motor Submersible	1	
			2	5	BHP Motor Pump Set	1	
21	Disposal Work Ramdas Nagger	Intermediate Pumping Station	S. No.	BHP	Machinery	Qty (No.)	
			1	15	BHP Pump Set	1	
22	Mansa Under Bridge	Rainy Season	S. No.	BHP	Machinery	Qty (No.)	
			1	10	BHP Pump Set	2	
			2	40	KVA Gen Set	1	

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23	Paras Ram Nager U/B	Rainy Season	S. No.	BHP	Machinery	Qty (No.)
			1	7.5	BHP Pump Set	2
24	Civil Lines	Rainy Season	S. No.	BHP	Machinery	Qty (No.)
			1	20	BHP Pump Set	2
			2	35	KVA Gen Set	1
25	Model Town Bathinda	Rainy Season	S. No.	BHP	Machinery	Qty (No.)
			1	20	BHP Pump Set	2
			2	35	KVA Gen Set	1
26	Hazura Kapura Colony	Rainy Season	S. No.	BHP	Machinery	Qty (No.)
			1	20	BHP Pump Set	2
			2	58.5	KVA Gen Set	1
27	DAV Pond	Rainy Season	S. No.	BHP	Machinery	Qty (No.)
			1	20	BHP Pump Set	2

**13.3 Detail of existing Water Works/Sub Water Works/Tubewells / OHSR/UGSR**

S. NO	Name Of Water Works	Capacity in MGD	Remarks
1	Main Water Works – Jogger’s Park	10	
2	ITI Water Works	0.20	
3	Growth Center Water Works - Water Works	6.50	
4	Puda WTP and Pump Chamber	1	
5	Sub Water Works Transport Nagar		<b>Water Reservoir for storage and secondary transportation</b>
6	Sub Water Works Kheta Singh Basti		
7	Sub Water Works Arjun Nagar		
8	Sub Water Works Partap Nagar		
9	Sub Water Works Lal Singh Basti		
10	Sub Water Works Pujan wala Mohalla		
11	Awa Basti Tubewell	0.01	

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12	Santpura Tubewell	0.01	
13	Amarpura Stock Tubewell	0.01	
14	Sanguana Basti Tubewell	0.01	
15	ITI and joggers Park tubewell	0.01	
	Total		

**Note: This list is indicative only.**

**13.4 Details of existing machinery to be given to agency free of cost however operators, POL, Insurance and O&M cost of the same will be borne by Agency:**

Sr. No.	Type Of Machinery	Vehicle No.	Acquisition date	Acquisition Value (Rs.) INR	Fuel Type	Country of manufacture (2)	Manufacturer of Asset (15)
1	Sewer Jetting Cum Suction Machine	PB 03 AC1766	2010	4000000	Diesel	INDIA	Ashoka Leyand LTD.
2	Tata Grab Bucket Desilting Machine	PB03BH 1795	2021	850000	Diesel	INDIA	TATA MOTORS LTD.
3	Tata Grab Bucket Desilting Machine	PB03BH 1796	2021	850000	Diesel	INDIA	TATA MOTORS LTD.
4	Tata Grab Bucket Desilting Machine	Temporary No (906)	2025	875000	Diesel	INDIA	TATA MOTORS LTD.

**14 List of minimum machinery to be deployed by the agency:**

Sr. No.	Type Of Machinery	Min Numbers	Remarks
1	Sewer Jetting Cum Suction Machines of min 8000 Litres capacity or twice the numbers if jetting and suction are deployed separately.	4	
2	Grab Bucket Desilting Machine	8	
3	Super Sucker Desilting Machine including dumper/suction & jetting vehicle complete in all respect	2	

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**Note:** 1. The machinery deployed should be as per latest RTO norms.

2. The number and type of machinery as per above is the minimum only which is to be deployed by agency during the whole of the contract period. However the agency may deploy more machinery of any kind to make the system work effectively and efficiently. Given numbers are indicative only and does not free agency from any of its Contractual obligations and SLA Time limits. Agency may have to deploy more machinery without any extra cost to meet its Contractual obligations and SLA Time limits.

## **15 Project Area and Project Site**

**15.1 "Project Area"** shall mean and refer to the entire geographic area of Municipal Corporation Bathinda, as described in the Clause 15, within which the Contractor shall provide Operation and Maintenance of Water supply and Sewerage Services.

**15.2 "Project Site"** shall mean and refer to the specific land parcel, as identified and provided by the Authority, for the purpose of Operation and Maintenance of Water supply and Sewerage Services in the Municipal Corporation Bathinda.

## **16 Obligations of the Authority**

**16.1** Authority shall handover the existing Sewerage Network & existing machines to the Contractor for Operation, Maintenance, and Management.

**16.2** Authority shall pay the service fees to the Contractor on a monthly basis, as per the agreed-upon terms and conditions.

**16.3** Authority shall pay the electricity bills for the pumping stations.

**16.4** Authority shall provide room for establishment of call centre.

## **17 Payment Mechanism**

### **17.1.1 Payment**

**17.1.2** The payment will be made to the contractor in the form of an annual service fee, which will be prorated and paid on a monthly basis. No other compensation will be made under the Agreement to the selected Bidder.

**17.1.3** The Authority shall make payments to the Contractor on a monthly basis, subject to the submission of monthly bills accompanied by all supporting records i.e. Monthly Progress Report, etc.

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- 17.1.4** An amount equivalent to 5% of each monthly bill will be deducted as retention security deposit up to maximum of 5% of the finalized contract value.
- 17.1.5** The Contractor shall submit monthly Invoice/Bill of the value of the Work/Services Provided for Maintenance, Operation and Management of Sewage System and sewer network less the cumulative amount certified previously supported with detailed Supporting Documents of Service Fee Fixed Component within 7 days of Each Month.
- 17.1.6** The Engineer in Charge shall check and certify the Contractor's monthly Invoice /Bill within 14 days and certify the amount to be paid to the Contractor after taking into account any deductions/penalties/credit or debit for the month in question. Thereafter Authority shall make the Payment within 14 days. But if there is any delay in Payment of Monthly Payment Certificate/Bill on the Part of Engineer/Authority. No Interest will be payable on account of delay of Payment.
- 17.1.7** The value of work/Services executed shall be determined, based measurements/ Certification by the Engineer.
- 17.1.8** Monthly Payment Certificates/Bill shall be determined based on the daily/weekly/monthly monitoring report of the quantity and quality of the sewage to be treated and effluent in reference to Total Service Fee Fixed Component (Total Contract Price in Rupee per month) and reports submitted by the NABL accredited / MoEF & CC Notified Laboratory as appointed by Employer in Conjunction with Norms stipulated by CPCB/SPCB/ MoEF&CC".
- 17.1.9** Upon receipt of the monthly bill and supporting records, the Authority shall verify the same and pay the bill amount within 28 (Twenty-Eight) days of submission be subject to deductions and penalties, as per the terms and conditions of this Agreement.
- 17.1.10** The Authority reserves the right to deduct any sums due to the Authority from the bill amount on account of:
- Liquidated Damages for delay
  - Penalties for non-performance
  - Any other sums due to the Authority under the Agreement
- 17.1.11** Upon completion of the project and the issuance of the completion certificate by the Authority, the Authority shall pay the dues after deducting any sums due to the Authority, within 30 (thirty) days of the issuance of the completion certificate.
- 17.2 Escalation/Revision in fee/ cost**
- The cost/fee will be revised every year\* at a rate of 0% starting from the date of signing of the Agreement.

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## **18 Technical Personnel required**

The Minimum Technical Personnel required are as under:

<b>Sr. No.</b>	<b>Personnel</b>	<b>Minimum Qualification and Experience</b>	<b>Particular Experience (minimum requirement)</b>	<b>Minimum No. of Persons</b>
1	Project Manager	B.E. (Civil/Electrical/Mechanical) + 10 Years Exp.	3 years as Project Manager on Construction / operation and maintenance work of Sewage System	1
2	Deputy Project Manager	B.E. (Civil/Electrical/Mechanical) + 5 Years Exp.	1 years as Key-Professional on construction / operation and maintenance works of Sewage System	1
3	Lab Technician	B Sc + 3 Years Exp.	3 years as Lab Technician in laboratory of relevant field	1 for each unit of WTP with Lab
4	Supervisor (Electrical /Mechanical/Civil)	Diploma (Electrical / Mechanical/ Civil) +3 Years Exp.	3 years of relevant field	<b>Minimum as per Norms fixed by Technical Advisor to Hon'ble CM, Pb. Vide letter no. ATPB/73/DWSS dated 09.09.2014 and laws/rules/notifications issued time to time. However, the agency may deployed more man power at his own cost to make the smooth running of O&amp;M work.</b>
5	Electrician	ITI+5 Years Exp.	5 years of relevant field	
6	Pump Operator/Plant Operator	ITI+3 Years Exp.	3 years of relevant field	
7.	Other staff (Pump Operators, Sewerman, Mali cum Chowkidar, Keyman, Fitter coolie, Sweepers etc.)	Qualified staff/ operators as per Punjab Government rules/labour laws.	Qualified staff/ operators as per Punjab Government rules/labour laws.	

Note: The name and educational qualification of other personnel should be given as per Annexure III (3). Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid nonresponsive and financial bid shall not be opened.

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- For the first six months from the commencement of the project, no replacement of personnel will be permitted.
- The replacement personnel, if any must be deployed and informed to Authority within a week and the Authority must be informed accordingly.
- The replacement for the position must meet the minimum qualification and experience requirements for that role. Candidates with lesser experience or qualifications shall be rejected outright.

## **19 Project Implementation Schedule**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Timeline</b>
1	Date of Issuance of Letter of Award	T
2	Acceptance of Letter of Award	T+7 Days
3	Submission of Performance Security	T+15 Days
4	Signing of Agreement	T+20 Days (T2)
5	Commencement of Work	T+30 Days
6	O&M of Water Supply & sewer Network	T2+ 3 Years

## **20 Confidential Information and Proprietary Data**

### **20.1 Proprietary Data**

All documents and other information provided by the Authority or submitted by a Bidder to the Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Bids.

### **20.2 Confidentiality Obligations of the Authority**

The Authority will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The Authority may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

- a. such publication is contemplated under this RFP;



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- b. such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;
- c. it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- d. such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
- e. in connection with any legal process.

## **21 Governing Law & Jurisdiction**

### **21.1 Governing Law**

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with, the laws of India.

### **21.2 Exclusive Jurisdiction**

The competent courts at District Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

## **22 Dispute Resolution**

**22.1** In the event of any dispute, difference, or claim arising between the Parties in connection with the Agreement for “Operation and Maintenance of Water Supply & Sewer System in Bathinda City for the Period of 3 Years”, the Parties shall promptly meet to resolve the issue through discussion.

**22.2** A Dispute Settlement Committee, chaired by the Municipal Commissioner, Municipal Corporation Bathinda, shall attempt to settle disputes at the first stage. The authorized representative of the Contractor shall be permitted to participate in the dispute settlement procedure. Notwithstanding any dispute or reference for redressal, the Contractor shall continue to do the project work as stipulated in the Agreement.

**22.3** If any dispute or differences of any kind what-so-ever arise between the Government, its authorized representatives and the Contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.

- i) Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Engineer of the work and he shall, within a period of sixty

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(60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

- ii) If the Engineer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- iii) If the Engineer fails to convey his decision within a period of sixty (60) days from the date on which the said request was made by the Contractor, he may refer the dispute for arbitration as hereinafter provided.
- iv) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following :
  - a. For original contracts of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members. The
    - ✓ One official member, Chairman of the Tribunal, who shall be a serving Chief Engineer of Local Govt., Punjab other than the Chief Engineer incharge of the work. The appointment of the chairmanship of the Tribunal shall be done by the Employer;
    - ✓ One official member, not below the rank of Superintending Engineer (serving) of the Local Govt., Punjab to be appointed by the Employer and
    - ✓ One non-official member, who will be a technical expert, not below the rank of Superintending Engineer (serving/retired) of the Local Govt., Punjab selected by the Contractor from a panel of three (3) persons given to him by the Employer.
  - b. The Employer shall have the authority to change the arbitrator/any member of arbitral tribunal on an application by either the Contractor or the Engineer requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or

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during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator/any member of Arbitral Tribunal is filed before the Employer and a notice thereof is given by the applicant to the Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator or simultaneously, appointing a technical officer as Arbitrator/any member of arbitral tribunal under the contract. The new Arbitrator/Arbitral Tribunal so appointed may enter upon the reference afresh or may continue the hearings from the point these were suspended before the previous Arbitrator/Arbitral Tribunal.

- c. The reference to the Arbitrator/Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator/Arbitral Tribunal shall be made within six calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer (whose decision in this respect shall be final and binding) whichever is earlier.
- d. It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a “deposit-at-call” for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator/chairman of the Arbitral Tribunal, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- e. The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
  - i) The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.
  - ii) The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.

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- iii) The venue of arbitration shall be such place or places in Punjab or Chandigarh as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- iv) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- v) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following: -
  - a) of the date of completion of the work as certified by the Engineer or
  - b) of the date of abandonment of the work or breach of contract under any of its clauses, or
  - c) of its non-commencement or non-resumption of work within 10 days of written notice for commencement or resumption as applicable, or
  - d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the contract, or
  - e) of receiving an intimation from the Engineer that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- vi) No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the contract. The pending arbitration proceedings shall not disentitle the Engineer to terminate the contract and to make alternate arrangement for completion of the works.
- vii) Arbitrator/Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties

enlarge the initial time for making and publishing the award. However, the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of 6 months from the date of initiation.

- 22.4** The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause

## **23 Termination**

**23.1** The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 days' notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

**23.2** Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (f) If the Contractor, having been given a notice in writing by the Engineer, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman – like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- (g) If the Contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (h) If the Contractor commits any acts of defaults with respect to conditions of contract.

- 23.3** Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.
- 23.4** If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 23.5** After the termination of the contract under this clause, the Employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Employer in this regard.

## **24 Payment Upon Termination**

- 24.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less 5% of the contract value towards compensation for the breach of contract. The total amount of liquidated damages and compensation for breach of contract shall, however, be limited to 7.5% of the contract value or the amount available with the Engineer (in the shape of retention money, performance security and due amount of work done if any), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encasing the performance security furnished by the Contractor and/ or from other amounts due to the Contractor in respect of this work.
- 24.2** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the Contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the works. The advance payment received upto to the date of the certificate, other recoveries due in terms of the contract and the taxes due to be deducted at source as per applicable law, shall be deducted from the work value.
- 24.3** No interest / Price escalation / idling of resources shall be payable if contract is terminated by either party at any stage during contract period.

**24.4 No Compensation for Alteration in or Restriction in Works**

If at any time after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the Engineer shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

**24.5** All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Employer, if the contract is terminated as per Clause.

**25 Force Majeure**

**25.1** For the purposes of this Agreement, "Force Majeure" means any event or circumstance which is beyond the reasonable control of the Party affected, including but not limited to:

- Acts of God, such as earthquakes, hurricanes, floods, or other natural disasters
- War, terrorism, civil unrest, or other hostilities
- Unforeseen governmental actions, regulations, or laws
- Unforeseen environmental hazards or contamination
- Any other event or circumstance which is beyond the reasonable control of the Party affected

**25.2** The Party affected by the Force Majeure event shall notify the other Party in writing within 7 days of the occurrence of the Force Majeure event.

**25.3** Upon notification of the Force Majeure event, the Party affected shall be relieved of its obligations under this RFP, to the extent that such obligations are affected by the Force Majeure event.

**25.4** The Party affected by the Force Majeure event shall use reasonable efforts to mitigate the effects of the Force Majeure event and to resume performance of its obligations as soon as possible.

**25.5** The relief from obligations under this Agreement due to a Force Majeure event shall not exceed 30 days from the date of notification.



- 25.6** If the Force Majeure event continues for a period exceeding 30 days, either Party may terminate this Agreement upon written notice to the other Party.
- 25.7** Any disputes arising out of or related to the Force Majeure event shall be resolved through the dispute resolution mechanism set forth in this RFP.

## **26 Labour & Compliance with Labour Regulations**

- 26.1** The Contractor shall unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.
- 26.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.
- 26.3** During continuance of the contract, the Contractor shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Authority indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, on the part of the Contractor, the Engineer/Authority shall have the right to deduct this amount from any money due to Contractor, including his amount of performance security. The Authority/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.

The employees of the Contractor in no case shall be treated as the employees of the Authority at any point of time.

## APPENDICES

### APPENDIX I: Format for Acknowledgement of RFP Document

Date.....

To  
**Commissioner**  
Municipal Corporation Bathinda  
District- Bathinda (Punjab)

Dear Sir,

**Re: Request for Proposal for “Operation and Maintenance of Water Supply & Sewer system in Bathinda city for the period of 3 years.”**

The undersigned hereby acknowledges and confirms receipt of all parts of the Request for Proposal (RFP) Document for the captioned Project from the Municipal Corporation Bathinda and conveys its intention to submit a Bid for the Project.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

**Note:**

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

**APPENDIX II: Format for Covering Letter cum Project Undertaking**

Date.....

To  
**Commissioner**  
Municipal Corporation Bathinda  
District- Bathinda (Punjab)

Dear Sir,

**Re: Request for Proposal for “Operation and Maintenance of Water Supply & Sewer system in Bathinda city for the period of 3 years.”**

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Municipal Corporation Bathinda. We hereby submit our Bid for the captioned project.

We are enclosing our Bid in one (1) original plus one (1) copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Bid is valid for a period of 180 (one hundred eighty) days from (Bid Due Date).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this .....Day of....., 2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

**Note:**

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

**APPENDIX III: Format for Anti-Collusion Certificate**

**Date.....**

To  
**Municipal Commissioner**  
Municipal Corporation Bathinda  
District- Bathinda (Punjab)

**Re: Request for Proposal for “Operation and Maintenance of Water Supply & Sewer system in  
Bathinda city for the period of 3 years.”**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of....., 2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

**Note:**

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

**APPENDIX IV: Format for Not Being Blacklisted and/or Debarred**

*(On Rs. 100/- Non-Judicial Stamp Paper)*

- We **[Name of Bidder Company]**, having its registered office at **[Registered Office Address]** declare that:
  1. We have not been debarred and/or blacklisted by Municipal Corporation Bathinda or any other Municipal Corporation/Council in India.
  2. We have not been debarred and/or blacklisted by any Department/Board/Corporation of the Government of India or any State Government.
  3. We have not been debarred and/or blacklisted by any Public Sector Undertaking (PSU).
- We declare that the above statements are true and correct to the best of our knowledge and belief.
- We, **[Name of Bidder Company]**, hereby verify that the contents of this affidavit are true and correct, and we sign this affidavit in the presence of the Notary Public.

Dated this .....Day of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

I, **[Notary Public Name]**, Notary Public, do hereby attest that **[Name of Bidder Company]** has appeared before me and has sworn to the truth of the contents of this affidavit.

[Signature of Notary Public]

[Seal of Notary Public]

**APPENDIX V: Format for Power of Attorney for Signing of Bid**

(To be executed on Stamp Paper of Rs.100/-)

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 & Residential Address**) son/daughter/wife of..... and presently residing at ,who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (here in after 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 application for pre-qualification and submission of our bid for the “ **Operation and Maintenance of Water Supply & Sewer system in Bathinda city for the period of 3 years.**”proposed or being developed by the Municipal Corporation Bathinda including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Municipal Corporation Bathinda in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Municipal Corporation Bathinda.

AND we hereby agree to ratify and confirm and do hereby 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 and address)

Witnesses:

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

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1.

2.

(Notarised)

Accepted

... ..(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

*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. Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholder's 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.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostile certificate.*

**APPENDIX-VI: Power of Attorney for Lead Member of Consortium**

(To be executed on Stamp Paper of Rs.100/-)

Whereas the Municipal Corporation Bathinda has invited applications from interested parties for the **“Operation and Maintenance of Water Supply & Sewer system in Bathinda city for the period of 3 years.”** (here in after referred to as **“the Project”**). Whereas, ..... and ..... (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s, ..... Having our registered office at ..... , M/s, ..... Having its registered office at....., M/s, .....Having its registered office at....., (herein after collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. .... Having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is awarded the /contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Department, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement is entered into with the Municipal Corporation Bathinda.

AND hereby agree to ratify and confirm and do hereby 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/ Consortium.

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

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda



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SYSTEM IN BATHINDA CITY FOR THE PERIOD OF 3 YEARS.**

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

... (Executants)  
(To be executed by all the Members of the Consortium)

**Notes:**

*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 Bidder should submit for verification the extract of the charter 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.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**ANNEXURES**

**ANNEXURE-I: Details of Bidder**

**1. Details of Bidder**

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

**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 Department:**

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

**4. Particulars of the Authorised Signatory of the Bidder:**

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

**5. In case of a Consortium:**

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Joint Bidding Agreement should be attached to the Application (as per format provided in ANNEXURE - VIII)

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(c) Information regarding the role of each Member should be provided as per table below:

<b>S. No.</b>	<b>Name of Member</b>	<b>Role</b>	<b>Percentage of equity in the Consortium</b>
1.			
2.			

(d) The following information shall also be provided for each Member of the Consortium: Name of Bidder/Member of Consortium

<b>S. No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
<b>1.</b>	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
<b>2.</b>	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
<b>3.</b>	Has the Bidder been penalized due to any reason in relation to execution of a contract, in the last three years?		

**6.** A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past. (Provide the details below; Attach extra sheets, if necessary).

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**ANNEXURE-II: Financial Capacity of the Bidder**

**Annual Turnover:**

<b>Bidder Type</b>	<b>Name of the Entity</b>	<b>Turnover in Last Three Financial Year (In Cr.)</b>		<b>Average Annual Turnover of Last three Financial Year (FY 2021-22, FY 2022-23 &amp; FY 2023-24) (In Cr.)</b>
<b>Single Entity Bidder/ Consortium Member 1</b>		<b>FY 2022-23</b>		
		<b>FY 2023-24</b>		
		<b>FY 2024-25</b>		
<b>Consortium Member 2</b>		<b>FY 2022-23</b>		
		<b>FY 2023-24</b>		
		<b>FY 2024-25</b>		

**Net Worth:**

<b>Bidder Type</b>	<b>Bidder Name</b>	<b>Net Worth in Last Three Financial Year (IN Cr.)</b>	
<b>Single Entity Bidder/ Consortium Member 1</b>		<b>FY 2022-23</b>	
		<b>FY 2023-24</b>	
		<b>FY 2024-25</b>	
<b>Consortium Member 2</b>		<b>FY 2022-23</b>	
		<b>FY 2023-24</b>	
		<b>FY 2024-25</b>	

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Audited Reports with UDIN for last 3 (Three) financial years preceding the financial year in which the bid is invited. The financial statements shall:

Superintending Engineer  
Municipal Corporation,  
Bathinda

Corporation Engineer  
Municipal Corporation,  
Bathinda

Assistant Corporation Engineer  
Municipal Corporation,  
Bathinda

Junior Engineer  
Municipal Corporation,  
Bathinda

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- a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - b. Be audited by a statutory auditor//Chartered Accountant;
  - c. Be complete, including all notes to the financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2.** For the purposes of this RFP, the term net worth means following:
- a. "Net worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
  - i. Net Worth for Partnership Firm would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
  - ii. Net worth for Trust or Society would mean: - Capital/Corpus +Free Reserves.
  - iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.
  - iv. Net Worth for Sole Proprietorship would mean: Total Assets - Total Liabilities
- 3.** In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted (as per format provided in ANNEXURE - VIII)
- 4.** The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate with UDIN specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.
- 5.** The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

**ANNEXURE - III: Summary of Eligible Projects and Key Personnel**

- 1.) Summary Table for experience in operation, maintenance and management of sewage treatment plant including experience in sludge handling, digestion, dewatering, transportation and disposal

<b>Name of Applicant Claiming the Project Experience:</b>							
<b>Sr. No.</b>	<b>Brief project Description</b>	<b>Project Award Date (Project(s) awarded in preceding 07 years from bid due date shall only be considered)</b>	<b>Total Duration of Project (In Years)</b>	<b>No. of years completed out of total duration of project</b>	<b>Project Cost in (In Cr.)</b>	<b>Capacity of Sewage managed (MLD)</b>	<b>Claiming Entity's Share in the Project (%)</b>
<b>List Eligible Projects</b>							
1							
2							
3							

- 2.) Summary Table for experience in operation, maintenance and management of sewerage network

<b>Name of Applicant Claiming the Project Experience:</b>							
<b>Sr. No.</b>	<b>Brief project Description</b>	<b>Project Award Date (Project(s) awarded in preceding 07 years from bid due date shall only be considered)</b>	<b>Total Duration of Project (In Years)</b>	<b>No. of years completed out of total duration of project</b>	<b>Project Cost in (In Cr.)</b>	<b>Length of Sewerage Network (KM)</b>	<b>Claiming Entity's Share in the Project (%)</b>
<b>List Eligible Projects</b>							
1							
2							
3							

- 3.) Summary Table for Qualification and Experience of Key Personnel/Personnel required for administration and execution of the Contract.

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<b>Sr. No.</b>	<b>Position</b>	<b>Name</b>	<b>Qualification</b>	<b>Total Professional Experience (Years)</b>	<b>Experience in the proposed position (Years)</b>
1	Project Manager				
2	Deputy Project Manager				
3	Lab Technician				
4	Supervisor (Civil)				
5	Supervisor (Electrical /Mechanical)				
6	Electrician				
7	Pump Operator/Plant Operator				
8	Electrician Helper				
9	Sewer men/Other staff if any				

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project & Key Personnel in this Annexure. Bidders should also refer to the Instructions below.
2. The Details of each of the works mentioned in the above table must be provided separately in Annexure III (A).
3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
4. The detailed and signed CVs of the Key Technical Personnel, signed by the key personnel himself, must be uploaded along with the bid. The name and educational qualification of other personnel should be given. Non-compliance of the above or non-furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid nonresponsive and financial bid shall not be opened.

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**ANNEXURE – III (A): Details of Eligible Projects**

*(Provide Details for Only those projects listed in Annexure-III, use separate sheet for each project)*

- 1.) Details for experience in operation, maintenance and management of sewage treatment plant including experience in sludge handling, digestion, dewatering, transportation and disposal**

<b>Name of Applicant Claiming the Project Experience:</b>	
1	Name of Project:
2	Location of Project:
3	Name of Client:
4	Client's Address & Telephone Number and Email-ID of Contact Person:
5	Project Cost (in Cr.):
6	Nature of works and special features relevant to this project: (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7	Contract Role (check one)  Sole Contractor                                      Consortium/Joint Venture
8	Project Capacity (MLD):  Your Company's share in the Project (%):
9	Date of Award:
10	Contract Duration ..... Years.....Months
11	No. of years completed out of total duration of project
12	Whether completed in specified duration, If No, reason for delay:
13	Specified Requirements:
14	Name and Professional Qualifications of applicant's Engineer-in-Charge of the work:
15	Were there any penalties/fine/stop-notice/compensation/liquidated damages imposed? (Yes/No). If Yes, give amount and explanation

- 2.) Details for experience in operation, maintenance and management of sewerage network**

<b>Name of Applicant Claiming the Project Experience:</b>	
1	Name of Project:
2	Location of Project:



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3	Name of Client:
4	Client's Address & Telephone Number and Email-ID of Contact Person:
5	Project Cost (in Cr.):
6	Nature of works and special features relevant to this project: (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7	Contract Role (check one)  Sole Contractor                                      Consortium/Joint Venture
8	Length of Sewerage Network (KM):  Your Company's share in the Project (%):
9	Date of Award:
10	Contract Duration ..... Years.....Months
11	No. of years completed out of total duration of project
12	Whether completed in specified duration, If No, reason for delay:
13	Specified Requirements:
14	Name and Professional Qualifications of applicant's Engineer-in-Charge of the work:
15	Were there any penalties/fine/stop-notice/compensation/liquidated damages imposed? (Yes/No). If Yes, give amount and explanation

**Note:**

- Certificate from respective clients (Not below the rank of Executive Engineer) must be furnished for each Eligible Project.
- The Bidders are required to attach the RDF disposal certificate along with the experience certificate.

**ANNEXURE - IV: Format for Providing Environment, Health & Safety Management  
Plan**

The Bidder shall furnish a brief write-up of the following points:

1. Plan for mitigation of pollution during project execution work.
2. Measures to manage hazardous waste if any during the project execution.
3. Plan for Health and Safety in and around the workplace to be followed during project execution.
4. Emergency Preparedness plan
5. Measures for Fire Safety.
6. Measures for Health and safety of workers.

**ANNEXURE - V: Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

**Ref.**

**Date:**

To

**Commissioner**

Municipal Corporation Bathinda

District- Bathinda (Punjab)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document. We have agreed that..... (insert member's name) will act as the Lead Member of our Consortium.

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**ANNEXURE -VI: Format for Detailed Technical Proposal**

**Detailed Technical Proposal Requirements:**

Bidders are required to submit a Detailed Technical Proposal for the project. The proposal should include the following chapters:

- 1) Technical Approach and Methodology:** In this chapter, the Bidder should:
  - Demonstrate their understanding of the project objectives and scope.
  - Explain their technical approach and methodology for delivering the project, including the tools, techniques, and processes to be employed.
  - Highlight the key challenges and problems to be addressed and their importance.
  - Outline the expected outputs and deliverables, including the level of detail and quality standards.
- 2) Project Plan:** In this chapter, the Bidder should:
  - Present a detailed project plan, including process design and process flow diagrams.
  - Outline the main activities, tasks, and milestones, including their duration, phasing, and interdependencies.
  - Provide a project schedule, including key deliverables and completion dates.
  - Ensure consistency with the technical approach and methodology and demonstrate an understanding of the Terms of Reference (TOR).
- 3) Organization and Staffing:** In this chapter, the Bidder should:
  - Propose the structure and composition of their project and operational team.
  - List the main disciplines and expertise required for the project.
  - Identify the key experts and proposed technical and support staff.
  - Outline the roles and responsibilities of each team member.
- 4) Risk Assessment and Mitigation Plan:** In this chapter, the Bidder should:
  - Identify and assess the various categories of risks associated with the project implementation and operation phases.
  - Evaluate the likelihood and potential impact of each risk.
  - Propose a risk mitigation plan, including strategies for controlling and monitoring risks.
  - Outline contingency plans for risks that may occur.
- 5) Operation and Maintenance Plan:** In this chapter, the Bidder should:
  - Propose a plan for the operation and maintenance of the project deliverables.

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- Outline the strategies and procedures for ensuring the continued functionality and performance of the deliverables.
- Identify the resources and personnel required for operation and maintenance.
- Ensure that the operation and maintenance plan is aligned with the project objectives and scope.
- Ensure that the O&M activities prioritize the provision of a high-quality experience for citizens and employees, including maintaining acceptable environmental conditions, adhering to health and safety standards, and providing employees with necessary training, equipment, and resources.

**Note:** The Bidder may be required to make a PowerPoint presentation to showcase their approach, methodology, project plan, and overall technical proposal, which will be evaluated to assess their understanding of the project.

Bidders must ensure that their technical proposals include indicative costs and a detailed Bill of Quantities (BOQ) that comprehensively address the project requirements for the entire period of 10 years.

Bidders must clearly demonstrate how their technical proposal meets the project requirements for the Operation, Maintenance, and Management of the sewage treatment system and sewer network in the Municipal Corporation Bathinda. This will be a key evaluation criterion for assessing the technical proposals.

**ANNEXURE -VII: Format for Joint Bidding Agreement**

**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the .....Day of....., 2025  
AMONGST

1.....Limited, a company incorporated under the Companies Act, 1956/2013 and having its  
registered office at .....(hereinafter referred to as the **“First Part”** which  
expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2.....Limited, a company incorporated under the Companies Act, 1956/2013 and having its  
registered office at .....(hereinafter referred to as the **“Second Part”** which  
expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the **“Parties”**  
and each is individually referred to as a **“Party”**

WHEREAS,

(A) Municipal Corporation Bathinda hereinafter referred to as the **“Authority”** which expression  
shall, unless repugnant to the context or meaning thereof, include its administrators, successors and  
assigns) has invited applications (the **“Applications”**) by its Request for Proposal No. ...dated....(the  
**“RFP”**) for Request for Proposal for “ Operation and Maintenance of Water Supply & Sewer system  
in Bathinda city for the period of 3 years.”

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in  
accordance with the terms and conditions of the RFP document and other bid documents in  
respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall  
enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the  
meaning ascribed thereto under the RFP.

**2. Consortium**

**2.1** The Parties do hereby irrevocably constitute a consortium (the **“Consortium”**) for the purposes  
of jointly participating in the Bidding Process for the Project.

**2.2** The Parties hereby undertake to participate in the Bidding Process only through this Consortium  
and not individually and/ or through any other consortium constituted for this Project, either  
directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Contractor and  
awarded the Project, it shall enter into a Agreement as JV/Consortium with the Authority and for  
performing all its obligations as the Contractor in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

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- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding process and until the Appointed Date under the Agreement when all the obligations of the Joint Venture/Consortium shall become effective;

- (b) Party of the Second Part shall be the technical/financial Member of the Consortium; and

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Agreement.

**6. Shareholding in the JV/Consortium**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the JV/Consortium shall be as follows:

First Party:

Second Party:

- 6.2 The Lead Member shall hold at least 51% shareholding in the JV/Consortium.

- 6.3 The lead member shall fulfil the above shareholding requirement.

- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

**7. Representation of the Parties**

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 Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) 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
  - (v) 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;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates 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.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## 9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

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

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND  
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
<b>LEAD MEMBER</b> by:	<b>SECOND PART</b> by:
(Signature) (Name)	(Signature)
(Designation)	(Name)
(Address)	(Designation)
	(Address)

*Notes:*

1. *The mode of the execution of the Joint Bidding 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.*
2. *Each Joint Bidding 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 Consortium Member.*
3. *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.*



**ANNEXURE -VIII: Format for PERFORMANCE BANK GUARANTEE**

To,

(Name of the Employer)  
(address of the employer)

WHEREAS \_\_ (name and address of Contractor) (hereinafter called “The Contractor”) has undertaken an pursuance of Contract No \_\_\_\_\_ dated \_\_\_\_\_ to execute “Operation and Maintenance of Water Supply & Sewer System in Bathinda City for the Period of 3 Years”(hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee. Now therefore we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of (amount of guarantee)\_(in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_ (amounts of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition of modification.

That guarantee shall be valid until 180 days from the date of expiry of the Defect Liability period of 3 years period.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Dated \_\_\_\_\_

