

## **TENDER FOR OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT**

**This tender document contains Total 31 pages**

**Tender Fees: Rs. 1,000/-(Rupees One Thousand only)**

(Tenderers who download the tender document from Portal should enclose a DD along with Technical Bid for Rs.1,000.00 towards tender fees)

**Earnest Money Deposit: Rs. 46,000/-  
(Rupees Forty Six Thousand only)**

**Last date for submission: 14/10/2016 till 15.00 hrs**

**Tender opening date & time: 14/10/2016 at 15.30 hrs**

Ref: ICTS/TIFR/SER/W-12/2016

Tender Notice No. 009/SEP/2016

**Sealed tenders are invited from Registered and Licensed Contractors of repute for Job Contract at ICTS - TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.**

**Pre-Bid Meeting:** For information / Clarifications required by the Tenderers, a pre-bid meeting with the tenderer will be held as indicated to appraise them about the STP operation, expectations of the Institute and to familiarize them on 03/10/2016 @ 11.00 hrs. at ICTS-TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089. The tenderers who have purchased the Tender Documents are requested to attend the same.

The prospective tenderers expressing interest must attend the Pre-bid Meeting and visit the STP facility and acquaint themselves about the scope and schedule of work, supervision and commitment required.

**The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.**

**Please read carefully instructions for the Tenderers and Scope of Work.**

### Important instructions for the Tenderers

The primary bidder should fulfill the following bidders' eligibility criteria:

Minimum 2 (Two) years of experience in operation and maintenance of Sewage Treatment Plant of 10 cubic mtr. capacity.

The agency shall have executed or be executing a single contract of minimum **Rs.21 lakhs per annum** or two contracts of minimum **Rs. 10.5 lakhs per annum** or three contracts of minimum **Rs. 7 lakhs per annum** during the **last three year period**.

The bidding agency should have experience (at least one contract in the last 2 years) in providing similar services to Public Sector Companies/Government Departments / Research Organizations / Reputed Private Sector Companies/ Autonomous bodies.

Either the Registered Office or one of the Branch Offices of the bidder should be located in Bangalore.

The bidding agency should have its own Bank Account.

Bidders must submit documentary proof in support of meeting the minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter head of the company and enclosed in a cover, to be submitted with the proposal.

- A.** The bidder should have a valid **PAN number** issued by the Income-Tax Authority.
- B.** The bidder should have a valid **Registration Certificate** of the firm / agency / Company.
- C.** The bidder should have a valid **License** issued by the Competent Authority.
- D.** The bidder should have valid **ESI & PF** registration certificate.
- E. Security Considerations:** The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
- F.** Having regard to the scope of work, qualification, training and experience that are required for the job, the contractor should offer such emoluments and benefits to the people to be employed by him which takes into account:
  - a) The Qualification, Training and Experience of the deployed personnel.
  - b) Annual increase in Salary on account of revision of Basic Wages + V.D.A.
  - c) Emoluments which are well above the minimum wages as prescribed under the Minimum Wages Act.

**G. The tenders should be submitted in two sealed covers**

**The first sealed cover – Cover I shall be superscribed Technical Bid and shall contain the following documents:**

- (i) Company profile including previous experience of manpower deployment to government Departments, Multinational companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
- (ii) Acceptance of terms and conditions specified in these tender documents.
- (iii) Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit.
- (iv) Solvency Certificate issued by your banker.
- (v) Deployment pattern of Personnel including the number of skilled and unskilled technicians to be deployed.
- (vi) Work Order copy of a single contract worth **Rs. 21 lakhs per annum** or two contracts of minimum **Rs. 10.5 lakhs per annum** or three contracts of minimum **Rs. 7 lakhs per annum** or more during the **last three year period..**
- (vii) Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm /agency/Company and proof of 2 years' experience in providing Operation and Maintenance of STP in reputed organisations.

The second sealed cover – Cover II shall be superscribed Price Bid and should contain **Annexure F**

- The above mentioned two covers shall be sealed on the outside with wax seal bearing the logo/name of the company submitting the bid.

These two covers shall be again put into a single wax sealed cover superscribed **“Tender for Operation And Maintenance Of Sewage Treatment Plant”** at ICTS Campus, Survey No 151, Shivakote Village, Hessarghatta Hobli, Bangalore North, Pin 560089”. This should be addressed to Administrative Officer, ICTS-TIFR, ICTS, TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089 and shall be sent by post/courier so as to reach before the prescribed time.

**The Bids will be opened on 14/10/2016 at 15.30 hours.**

On the date of tender opening (**i.e. on 14/10/2016**), the Bids shall be opened in the presence of attending tenderers. The financial bids of the bidders who meet all the Technical NIT Stipulations only will be considered for further process

**EARNEST MONEY DEPOSIT: Rs. 46,000/- (Rupees Forty Six Thousand only).** Earnest Money Deposit shall be submitted along with the “Technical Bid” in the form of a demand draft drawn in favour of “International Centre for Theoretical Sciences, Bangalore” and the DD should be from a Nationalised / Scheduled bank. Alternatively, a Bank Guarantee from a Nationalised / Scheduled bank may be provided (no other mode of payment will be accepted). The Bank Guarantee should be valid for 6 months from the date of opening. Bids not accompanied with Earnest Money Deposit shall be rejected. The EMD amount is liable to be forfeited, if the successful bidder fails to accept the Work Order or withdraws, or amends, impairs or derogates from the tender in any respect

within the period of validity of this tender. The EMD shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.

The EMD may be forfeited:

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder fails to furnish the Performance Bank Guarantee.
- c. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

**Conditions of Tender:**

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
7. Bids which do not comply with the above conditions will be rejected.
8. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or all** tenders without assigning any reason whatsoever.
9. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a **'No' or 'NIL' or 'Not Applicable'** statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
11. The tender form should be filled and sealed so as to reach ICTS latest by **15.00 hrs.** on 14/10/2016. The contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.

12. Bids shall be accompanied by the following, failing which the offers will be rejected:
  - a) License and registration certificate issued by Competent Authority
  - b) Organization Structure
  - c) List of works on hand/carried out during the last 3 years
  - d) Performance Certificate from the existing client(s)
  - e) ESI & PF Registration Certificate.
  - f) Annexures B,C,D and F duly filled in
  - g) The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
  - h) Earnest Money Deposit
13. All annexures, attachments / drawings (if any) to this tender shall be read as part and parcel of this Tender.
14. Deviation(s) indicated in Annexure E are not automatically accepted; only if any such deviation(s) indicated by tenderer has / have been specifically accepted in the Work Order, such deviations are deemed to have been accepted and become part of the agreement.
15. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company, seal of the person signing the offer and Name and Address of the firms. The envelope containing the bids shall be superscribed "Tender for Operation and Maintenance of Sewage Treatment Plant" and Reference No. "ICTS/TIFR/SER/W - 12/2016".

#### DEFINITIONS OF TERMS:

1. Centre or ICTS means **International Centre for Theoretical Sciences, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.**
2. Contractor, bidder, firm means the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

#### 1. Scope of Contract

- 1.1 The following annexures are part of the tender documents under reference:
  - a) Annexure – A – Scope of work
  - b) Annexure – B – Profile of experience
  - c) Annexure – C – Schedule of Experience of last 5 years (Min 2 years)
  - d) Annexure – D – Schedule of Deviations from specifications / conditions
  - e) Annexure – E – Statutory obligations
  - f) Annexure – F - Price Bid

The Tenderer shall fill in Annexures B, C, D and F completely and submit them along with their bids. All details and columns shall be filled, and if Annexure D or a particular column(s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc.) – leaving blank columns or a bare hyphenation may disqualify the bidders.

- 1.2 The details of rates and number of personnel required for carrying out the work shall be indicated by the contractor in the **Annexure “F”**.
- 1.3 Once the Work order is issued, the contractor will receive instructions from an Officer designated for this purpose (Officer -in-charge) or his authorized nominee and the contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.
- 1.4 Additions/alterations in scope of work: Any alteration or addition to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction / increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalized simultaneously.

## **Annexure A**

### **Quality and Scope of Services**

#### **1. SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

There is a Sewage Treatment Plant of 11.5 Cum capacity which includes NGP Sewage Treatment Plant – 2 Nos., De-watering pump – 1 No., UPVC Pipe – 1 No. Resilient seated Sluice Valve – 2 Nos, Filter Press – 1 No. and Ozone Generating Equipment. Total No. of pumps – 25 Nos. including domestic and flushing pump.

The supporting electrical installation include MV Panel, Cables, Earthing System, Cable Tray etc.

#### **2. Common Sewage Treatment plant:**

Collection of sample Sewage from individual units at the point of discharge to ICTS sewer, conducting tests on them to ascertain that these are within the standards fixed by KSPCB (Karnataka state pollution control board) informing ICTS of the results and initiating remedial action

The treated wastewater should comply with the standards given in consent order by KSPCB/ CPCB/ PCB / IS standards with (not limited to) following parameters:

a) pH Value	6.0 to 9.0
b) BOD	250mg/l
c) COD	500mg/l
d) Total Suspended solids	400mg/l
e) Total nitrogen as N	20 to 30 mg/l
f) Total Phosphates as P	4 to 8 mg/l and etc.,

#### **Terms & Conditions:**

#### **Operation:**

##### **(a) Daily operations of Sewage treatment plant**

The contractor shall carry out all the facility operation and waste water disposal operations indicated below; in accordance with good operating practices as set out in this contract. The facility operation and waste water disposal operations shall include, but not limited to following:

- Operating sewage treatment plant to maintain the quality of treated sewage within the standards prescribed in the tender, operate electrical equipment during power failures by operating generators, operate the centrifuge for sludge drying and treat incoming sewage at prescribed standards through optimal dosing.
- Carrying out daily cleaning of grit channels and removal of screenings and disposal of floating matter in grit dewatered sludge out of premises.

- Carrying out continuous flow measurements of treated and untreated sewage and recording the same offline/online.
- Collecting samples of influent and effluent and analyzing them daily to determine the quality of sewage and performance of the treatment plant.
- Providing security for facilities and system at all times.
- Operation of domestic pump and flushing pump all day.

**b) Contingency plan**

Developing and implementing contingency plans in respect of response to natural disasters, periods of power failure, storm water inflow into sewers during monsoon, de-silting of units of treatments plants, constraint operations or other similar emergencies to maintain the quality of treated sewage.

**c) Energy Audit**

The operator shall take all necessary measures to minimize the power consumption in carrying out its operation. The energy audit operations shall include, but not limited to following:

- Reducing electricity consumption by regulating pumping through suitable modifications to the operating procedures.
- Maintaining power factor and demand to avoid penalty.
- Installing more efficient pumping equipment and following better maintenance practices for electrical installation.

**d) Repairs and Maintenance (In STP and Domestic pump premises)**

The contractor shall carry out preventive, routine maintenance and break down maintenance operations for proper upkeep of plant in accordance with good operating practices. The following items shall be included in such maintenances:

**i) Pumping station:**

- De-silting of wet well at least twice a year and disposing silt.
- Replacing damaged pipes, fittings and valves.
- Replacing damaged level indicator.
- Replacing damaged lighting conductor.
- Replacing ladders and
- Waterproofing of leaking roof/dry well.

**ii) Pumping machinery and treatment plant equipment**

- Dewatering and de-silting of sludge sump, chlorination tank, chemical dosing tanks at least twice a year as per approved programs and disposal of silt.
- Cleaning and maintaining all rising mains/ sewers in the plant area at least four times a year.

- Repairing and replacing damaged pipes, fittings and valves for suction and delivery pipe.
- Repairing and replacing pump impellers, body, bearings, and shaft column pipes.
- Repairing and replacing motors
- Repairing and replacing starters, circuit breakers, capacitors
- Repairing and replacing valves and or gears of agitators.
- Repairing and replacing transformers
- Repairing of blowers, decanter, diffusers, chlorinator, chemical dosing equipment and centrifuge.

### **iii) Building and Civil structures**

- Water proofing leaking roofs of the buildings.
- The preventive and routing maintenance shall include all repairs and provision of spares material and tools required for these repairs. The contractors shall also carry out breakdown maintenance and repairs. The labor, tools and plant, spares shall be arranged by the contractor. The following spares shall be the respective responsibility of the contractor and the authority during preventive routine and breakdown maintenance.
- Repairing and replacing damaged pipes, fittings and valves for suction and delivery pipe.
- Repairing and replacing pump impellers, body, bearings, and shaft column pipes.

## **2. Advice Early warning:**

The contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the operations or the condition of the facilities and or system. The contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstances can be avoided or reduced and in carrying out any resulting instruction of the Engineer.

The contractor shall also advise the authority from time to time, on improving the quality of operations, reduction in water/energy losses and betterment practices.

## **3. Replacing:**

The contractor shall utilize the office space, provided by the authority to establish its monitoring and reporting office along with the computer and peripherals. The telephone connection will be also available in the premises.

The contractor shall carry out all reporting indicated below and as set out in this contract. The reporting shall include, but not limited to the following

- Daily summary of operations at pumping station----A daily report providing information at each pumping station on the hours of pumping quantity of sewage pumped and energy consumed during the day.
- Daily summary of operations of sewage treatment plant---A daily report of operation of the diffuses, agitators decanter and other equipment at the sewage treatment plants providing information on the quantity of sewage treated, hours operation of equipment, energy consumed and use of chemicals.
- Sewage quality monitoring ----A daily report monitoring the quality of raw and treated sewage through the analysis of samples.
- Sewer/Storm water drains/wet well and other units etc---- Monthly cleaning report sewer/storm water drain de-silted and record of silt disposed at disposal sites.

#### **4. Authority's Responsibilities**

The Authority shall be responsible for procuring obtaining and maintaining Authority clearances required, however that the contractor shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the preview of the contractor.

ICTS-TIFR shall supervise the contractors operations at all times and notify the contractor to search for a defect and to uncover and test any work that ICTS-TFR considers may have a defect.

The Authority shall be responsible for

- Energy charges and treated effluent testing charges from state PCB if required
- Maintaining administrative control over the personnel, facilities and system.

#### **5. Contractors Responsibilities**

The contractor shall maintain properly and keep intact all assets/work facilities/system of the Authority throughout the contract period and shall hand over the same in good working condition at the end of the Contract. The contractor shall not modify or alter any operations regarding the facilities and or system without prior written permission of the ICTS-TIFR or its representatives.

The contractor shall procure all spare parts required for the maintenance of the equipment excluding those to be supplied by the Authority. The contractor shall warrant to the effect that all the spares shall be procured from the authorized sources and be of the best quality and fit for the purpose for which it is being used.

The contractor is expected to carry out the work in such a manner as not because any damage to public property on account of negligence or otherwise. The contractor shall be fully responsible for making good the damages so caused by him entirely at his own cost.

The assets/works/facilities/systems of authority shall be at risk and in the sole charge of the contractor and it shall be responsible for making good any loss or damage there to arising from any cause whatever including that due to a theft or robbery.

The contractor shall carry out its operations, so far as compliance with the requirement of the contract permits, so as not to interfere unnecessarily or improperly with:

- The convenience of the public
- The access to use and occupation of roads.

**Permissions:** The contractor shall obtain all required permissions, sanctions clearances and permits for carrying out its operations, including contractor clearances and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations regarding such facilities and or system and directives of any authority and planning permissions.

**Safety:** The contractor shall be responsible for the safety of all the activities on the site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to persons and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provision of the specifications or not.

### Liquidated damages and penalties for O/M works:

The basis for applying penalties is to restrict Contractor from deviating from disposing all raw/treated waste water efficiently from the service area-as per fixed schedule and as per stipulations prescribed in the tender.

The contractor is also expected to carry out the instructions of the Engineer or its representatives from time to time, maintain the system in accordance with good operating practices attend to customer complaints refrain from offering operations without due authorization where so required and follow other requirements under this contract.

**The contractor shall be subject to the following liquidated damages and penalties for its failure to carry out its operation as indicated below:**

Basis of penalty	Penalty Benchmark	Penalty value
Failure to maintain BOD/COD/SS/Oil/Grease/pH level within prescribed limits. Detected as per reports of daily samples sent to PCB by the Authority and outlet quality to be achieved as per tender provisions.	Up to 2 occurrences/ month	-----
	2 to 5 occurrences/month	Rs 1000/- per occurrence
	5 to10 occurrences/month	Rs 10,000/- per occurrence
	Above10 occurrences/month	Termination
Increasing power consumed: The contractor has to establish and get approved from the Engineer the maximum guarantee power consumption for entire operations	For power increased beyond current base level based on wastewater discharge schedules and persisting over a two-month billing period	Rs 5.5/KWH on additional power consumption. Or prevailing billing tariffs rates applied by BESCOM whichever is higher.
When a generator is used the electricity consumption shall be determined as follows: Electricity consumption 9KWH+1.10 times the Electricity Equivalent of diesel consumed (KWH)		
Inadequate maintenance of facilities/system	For each case detected	-----

Inappropriate de-silting of sewers and clearing of silt in premises.	Per Occurrence	Rs 1000/-Per occurrence
Inadequate contingency plan	For each case submitted	-----
Delay in recording wet well levels, energy meter reading power failure time of diesel consumption	Per occurrence	Rs 100/-per occurrence

### Qualification of Staff:

Qualification for Technicians (Skilled): - Minimum 3-year experience in handling STP plant operational and maintenance work. Having B. Sc/ HSC (Science) will be given preference

Qualification for Helper (Semi skilled): - Minimum 2-year experience in handling STP plant operational and maintenance work.

Currently, to maintain the STP facility, the following work force is envisaged.

Skilled Technician - 4 Nos

Unskilled Technician - 4 Nos

This is the minimum manpower requirement envisaged, to maintain the system. *However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS.*

## **General Terms and Conditions:**

### **1. General Terms of Contract**

- i. All the materials, spare parts, consumable such as oil, grease etc. will be provided by successful firm/ contractor/agency and the same will be reimbursed on the submission of original bill.
- ii. The Contractor should submit the preventive maintenance schedule for ICTS approval and its implementation.
- iii. The contractor shall maintain proper and detailed record for the job carried out by their employees in a Log book and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labor Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
- iv. Dismantled / replaced parts should be handed over to ICTS Engineer in-charge or its representative.
- v. The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. shall be enclosed with all (whether running/monthly or final) bills.
- vi. The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at ICTS. This should be done immediately but not later than one month from the date of signing joint agreement.
- vii. The Contractor shall take necessary insurance to cover the entire workmen's compensation act and also in respect of any other person on account of accident at site.
- viii. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of ICTS.
- ix. ICTS shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances to the staff employed by the contractor. Excess payment due to any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
- x. Work involves operation and maintenance of Sewage Treatment Plant, filtration Plant, Pump Set, spare and Electric Driven Pump Set, domestic and flushing pump etc.
- xi. The tenderers are required to visit the plant site to see the actual installations themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved for each of the system.
- xii. Bid/s shall be opened in the office of ICTS at Shivakote, Bangalore, in the presence of tenderer who may wish to be present on the date mentioned in the NIT. The technical bid shall be opened first. The Price Bid (Envelope No. 2) will be opened only of those tenderer whose technical bid is found to be in order and for opening of financial bid, they shall be intimated separately about date and time.
- xiii. The tenderer who do not submit the tender documents as per pre- qualification criteria and tender conditions, have major deviations, do not submit proper EMD and experience certificates etc. then their tender may be treated as non-responsive and their Price Bid (Envelop No. 2) shall not be opened.

- xiv. The successful firms/ agencies/ contractors will be intimated and contract will be initially awarded for a period of 3 months and if the services are found to be satisfactory, the Centre reserves the right to extend the contract by 9 months initially and subsequently for a further period of 12 months on the same terms and conditions.
- xv. Subletting - contract shall not be assigned or sublet to any other party.
- xvi. The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of ICTS that they would indemnify and keep ICTS indemnified and harmless against any claims, losses, expenses which ICTS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till ICTS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with ICTS's previous consent in writing.
- xvii. Each page of the tender document should be sealed and signed.
- xviii. The firm shall rectify any breakdown within 24 hours failing which penalty for non-performance @ 0.5 % per week of delay subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life or any machinery and installation in the STP arising out of non-performance or negligence of the workers, contractor will be solely responsible. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put etc.
- xix. The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in ICTS.
- xx. The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "E".
- xxi. It is understood and agreed that the contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees.
- xxii. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- xxiii. The contractor shall pay Salary and other Allowances/Benefits as indicated by the contractor in their tender and accepted by ICTS. Such salary shall be well above minimum wages. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the contractor should pay such salary / wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above minimum wages.
- xxiv. If the rates quoted by the contractor and accepted by the Centre includes bonus, charges for over time, uniform, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff, food, miscellaneous, etc., are not furnished once in 3 months and once in a

- year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold /recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.
- xxv. The Centre will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any, that any statutory agency imposes upon the Centre due to the contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'E' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
  - xxvi. The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The contractor shall provide all facilities for inspection/books/personnel on demand by ICTS or any Statutory Authority.
  - xxvii. At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to actual number of people as physically deployed in each month.
  - xxviii. It is clearly understood and agreed upon that neither the contractor nor contract employees shall have any claim on employment with Centre at any point of time nor this arrangement is purely between the contractor and the Centre for specific services for the period specified.
  - xxix. The contractor shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

## **2. A. Termination**

- A.1 Except as provided in Clause A.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the contractor, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the contractor, on account of such short notice will be deducted from the dues payable to the contractor, or shall be paid by the contractor on demand if such dues fall short of such costs.
- A.2 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Centre from any party at a higher rate, the contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new contract.

- A.3 Risk Clause:** Notwithstanding the other terms herein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.
- A.4 Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:
- a.** If the contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
  - b.** If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
  - c.** If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
  - d.** In the event of inadequate or unsatisfactory performance of duties by the contractor, the Centre shall have the right to bring to the notice of the contractor the default(s) on their part and the contractor shall ensure that the said default(s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.
- A.5** Notwithstanding any other clause herein, if there is any act of omission by the contractor or the contract employees which jeopardizes the safety/security of the Centre including, but not limited to:
- a) Theft or pilferage of property of ICTS
  - b) Fire, flooding, breakage or damage
  - c) Violence or physical attack on the Campus
  - d) Any act or incident which may prove detrimental to the interests of ICTS -

the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by ICTS. The decision of the Centre Director shall be final in such matters.

### **3. DAMAGES AND LOSSES**

All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by ICTS. Any damages caused by the Contractor in existing facilities while carrying out the work shall be made good by the contractor to the entire satisfaction of the Centre at their own risk and cost. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make themselves available, the stock taking shall be conducted in their absence, which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, ICTS will replenish the same, as per obligation mentioned above.

### **4. COMPLAINTS**

The contractor shall keep a suggestion box to be provided by ICTS to record any suggestion/complaints on performance of services, by the ICTS members & guests and produce to ICTS or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of ICTS. The contractor is to sit for monthly meetings with Administrative Officer- Services.

### **5. MISBEHAVIOR OF EMPLOYEES**

The employees of the contractor shall maintain strict discipline and not use any violent, abusive or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, ICTS has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents ICTS to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.

The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.

Any personnel deployed by the agency, who refuses work or creates indiscipline would have to be immediately replaced with the consent of the Administrative

officer. ICTS reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. ICTS will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

## **6. BREAKAGE**

All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of ICTS.

## **7. REPLACEMENT**

Replacement of articles which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the contractor.

## **8. Payment Terms:**

8.1 The contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the contractor shall only be for actual salary and other benefits paid by the contractor for the number of employees deployed as per contract with ICTS.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between ICTS and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to ICTS. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to ICTS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

**Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the Centre only on submission of proof of payment and Schedule of Employees covered for such benefits.**

8.1.1 Contractor's monthly claim/bill shall contain the following 12 elements only :

- a. Basic + VDA + Others
- b. PF
- c. ESI
- d. ELI / Group Insurance
- e. Uniform + washing charges of uniform supplied
- f. Supervision and Administration Expenditure
- g. Material Charges
- h. Transportation Charges
- i. Others (if any)
- j. Contractor's margin
- k. Taxes
- l. 1/6 relieving charges shall be paid on monthly basis. However, the contractor should ensure that minimum 90% attendance is maintained per shift of duty. PF, ESI and ELI will be reimbursed to the contractor only on production of registration No./ ESI card/payment of ELI premium.

8.1.2 Leave Salary and Bonus: The leave salary and bonus shall be claimed by the contractor as and when these are paid by the contractor to its employees and the same will be reimbursed by the Centre on submission of proof for having paid. Leave salary is payable only if substitute is appointed in place of contract Employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

8.1.3 Uniform and washing charges: The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the contractor.

8.1.4 Bonus : Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of Rs. 7000/- per annum (the ceiling for calculation purpose from the salary or Wage of Rs. 7000/- per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs. 21,000/- per month as per Section 2(13) of Bonus Act, 1965.

- 8.2 The monthly/running bill of the contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the contractors payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.
- 8.3 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in the services provided by the contractor.
- 8.4 Payment of contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 8.5 Payments by the contractor to the contract employees shall be disbursed on or before 7<sup>th</sup> of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of ICTS. If 7<sup>th</sup> happens to be a holiday, payments shall be made on the previous working day. The contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Centre has paid the contractor's bill or not. The payment of salary and all other benefits such as bonus and over time charges to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of ICTS.
- 8.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 8.7 Security Deposit: A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the contract, by the contractor.

- 8.8 It is important for the contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of issuance of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim/s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract

amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

- 8.9 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to actual number of people as physically deployed in each month.

#### **9. Suggestions Register:**

The contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Centre for inspection and supervision at all times.

#### **10. Safety, Security and Insurance**

- 10.1 The contractor shall follow all security rules of the Centre and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).
- 10.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director shall be final and will be binding on both parties.
- 10.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.

#### **11. Miscellaneous**

- 11.1 The work mentioned in the schedule is not exhaustive, but only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.
- 11.2 The contractor shall meet the designated Officer-in-Charge of the Centre everyday, to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.
- 11.3 The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialised and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.

- 11.4 The contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it or without advance approval of ICTS.
- 11.5 The contractor shall ensure that no contract employees nor anyone from his side use ICTS transport to come to the work spot or return. The contractor shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the contractor.
- 11.6 The tenderer must indicate any deviations in Annexure-D, with reasons thereof. The deviations indicated by the tenderer shall be from the tender document issued by ICTS. Deviations shall be valid only if it is accepted by ICTS and forms part of the joint agreement.
12. **Dispute and Resolution**  
Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Centre Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.
13. **Primacy of Documents**  
The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superceded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the contractor.
14. **Amendments to Work order/agreement**  
Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised representatives of both parties.

**For and on behalf of International Centre for Theoretical Sciences**

**Administrative Officer**

## **ANNEXURE -B**

### **PROFILE OF EXPERIENCE IN THE OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT**

(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1. Name and status of the :  
Proprietor / Director/ Partner
2. Qualification :
3. Average age of the work men :
4. O & M of STP Experience in : Medium / Large Research Establishment /  
Large Residential Public School/Big  
Multinational company
  - a. Position held :
  - b. Length of service and designation in :  
each post (*attach additional sheet,  
if necessary*)
  - c. Do you have experience of running a :  
system similar to work put to tender.  
If yes, please give details
5. a. Do you have a control room which :  
is open round the clock. If yes,  
Name, phone No./Mobile No.  
& the designation of person manning it
  - b. In case of a sudden accident, fire or any :  
emergency, what support in terms of  
resources your organization can provide?
6. Have you provided All Risk Policy, :  
Employees Liability Insurance, etc. in any  
of your contracts? If yes, give details.
7. If you think you have expertise in the work put :  
to tender, please give a brief write up on that.
8. Any other information :

Signature :  
Name :

Designation :  
Name & Address of the company with :  
Seal  
Date :

**ANNEXURE – C**

**SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS**

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary)

Sl. No.	Name of the Company with full Address	Period		Contract Value (Rs.) Contact person & phone Nos.
		From	To	
Signature				
Name				
Designation				
Name of the company				
Date				
Seal of the company				

**ANNEXURE – D**

**SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS**

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature

Name

Designation

Name of the company

Date

Seal of the company

**ANNEXURE - E****STATUTORY OBLIGATIONS:**

The selected contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all contractors to cover all their employees/workmen cover by this tender with these cover/benefits.

**1. The Contract Labour (Abolition & Regulation Act, 1970):**

The selected contractor shall obtain and produce license from the Labour Commissioner's office (Central). They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

**2. Payment of Wages Act:**

It is necessary that the contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The contractor will receive payment from the Centre only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in ICTS premises and the Accounts Officer or one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

**3. Provident Fund Act:**

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

**4. Employees State Insurance Scheme:**

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

**5. Minimum Wages Act:**

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the contractor.

**6. Workmen's Compensation (ELI):**

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the contractor to cover all employees/workers employed by the contractor in ICTS. ELI premia is of the order of 3% on salary + DA as per the statutory laws and amendment.

**7. Payment of Bonus Act, 1965:**

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

**8. Karnataka Labour Welfare Fund Act, 1965.**

**9. General :**

Contribution towards PF, ESI & ELI shall be reimbursed to the contractor only in succeeding months on submission of proof of having paid the premia/subscription. Premia towards ELI shall be paid to the contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the contractor shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.

## **ANNEXURE – F**

### **PRICE BID**

- Name of the firm along :  
with Registration No.
- PF Registration No. :  
ESI Registration No. :  
(copies to be enclosed)
- Registered address of the firm :
- Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership,  
Private Ltd, Public Limited Co., etc.,)
- No. of employees proposed to be deployed  
for running the contract and Deployment Pattern  
a) For estimated quantities as in Annex. A.  
i) Skilled Technician  
ii) Unskilled Technician

Monthly salary & other contributions payable to each worker /employee under:

- a) The Minimum Wages Act and other statutory provisions (and requirements as enumerated by ICTS in these documents and as applicable) in force as on date (indicate with break up in the columns below).  
b) You propose to pay (please indicate in column furnished in Table B below)

The percentage of salary (Sl.No.1 in Table-B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.

**TABLE A**

<b>Sl.No</b>	<b>Statutory Benefits</b>	<b>% to be collected from employee</b>	<b>% to be paid by the Contractor</b>	<b>Total %</b>
1	PF	12	13.61	25.61
2	ESI	1.75	4.75	6.5
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workmen's Comp)	-	3.00	3.00
	<b>Total</b>	<b>13.75</b>	<b>29.69</b>	<b>43.44</b>

\*Subject to maximum of Rs. 7,000.00 per annum

Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure 'A'):

TABLE – B

Sl. No.	Description	Skilled Technician	Helper
1	Salary (Basic )		
2	VDA		
3	PPF (13.61%) on Rs.8100/-		
4	ESI 4.75% on Rs.8100/-		
5	ELI (workmens' compensation)		
6	Bonus		
7	Uniform	Rs 600	Rs.600.00
8	Accommodation/Food(max.7% if given)		
9	Washing charges	Rs 100	Rs.100.00
10	Any Other charges (specify)		
11	Supervision & Administrative expenses		
12	Contractor's margin		
13	Taxes,duties,levies,ect.		
14	TOTAL		
15	No of total employee		
16	TOTAL (Rs.)		

Total Monthly Rate in respect of the following:- Rate for one man day under each category

Sl. No.	Description	Requirement of manpower as estimated by the bidder	Salary per man day	Rate per month in Rs. (including all duties taxes)
A	Skilled Technician			
B	Unskilled Technician			

Specify designation and experience in the field with level for each column

- i.* Please specify and attach separate sheets, if necessary
- ii.* All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfill the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.
- iii.* In order that the bidders have a clear idea, it is important that the prospective contractors visit ICTS to see the area and work and have discussions before submitting the bids.
- iv.* Please submit the Deployment Pattern of the above mentioned Staff.

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The contractor shall quote salary, supervision & admin. charges, contractor's margin, (Sl.No. 1, 12 & 13 above) and the rest are either percentages of salary or fixed as indicated herein. Uniform and washing charges are Rs. 600+100 per month. The contractor shall supply 2 sets of uniform within a month of award of contract and two fresh sets will be issued if the contract is renewed beyond one year i.e. by the 13<sup>th</sup> month if renewed for 2<sup>nd</sup> year.

The monthly and periodical premia/subscription on all the above shall be paid by the contractor and the quantum to be paid by the employee shall be collected from each employee by the contractor or deducted from their salary. The quantum on leave salary and accommodation & food are 6% and 7% of salary respectively.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes and to claim premia or costs thereof under Sl. No.11 "any other" and indicate details thereof or separately. (pl. attach additional sheets, if necessary).

Signature, Name, Address and  
Seal of the proprietor / Managing Partner etc.

Name:

Seal of the Company:

Designation:

Signature:

Date: