

TENDER FOR OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT

Estimated Cost: Rs. 15,85,000/-

Earnest Money Deposit: Rs. 31,700/-

Last date for submission: 21/06/2024 till 15.00 hrs

Tender opening date & time: 21/06/2024 at 15.30 hrs

Ref: ICTS/TIFR/2024-25/SER-39

Online GeM Bids 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 13/06/2024 @ 11.30 hrs. at ICTS-TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin –560 089.

The prospective tenderers expressing interest must attend the Pre-bid Meeting and visit the STP facility and acquaint themselves with 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 3 (Three) years of experience in operation and maintenance of Sewage Treatment Plant of 23 KLD Capacity or more capacity.

The agency shall have executed or be executing a single contract of minimum Rs. 12.68 lakhs per annum or two contracts of minimum Rs. 9.51 lakhs per annum or three contracts of Minimum Rs. 6.34 lakhs per annum during the last three year period in similar work in operation and maintenance of Sewage Treatment Plant .

The bidding agency should have experience (at least one contract in the last 3 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 letterhead 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 a valid ESI & PF registration certificate.
- E. The bidder should have a valid GST Registration.
- F. 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.

G. 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.

H. The tenders should be uploaded in two parts Part A - Technical Bid and Part B - Financial Bid.

The 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 for a value of at least Rs. 4,00,000/-.
- (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. 12.68 lakhs per annum or two contracts of minimum Rs. 9.51 lakhs per annum or three contracts of minimum Rs. 6.34 lakhs per annum or more during the last three year period in similar work in operation and maintenance of Sewage Treatment Plant.
- (vii) Copies of valid PAN number issued by the Income-Tax Authority,
- (viii) Registration Certificate of the firm/ agency/ Company and proof of 2 years' experience in providing Operation and Maintenance of STP in reputed organizations.
- (ix) Audited financial Statements of last 3 financial years (Balance Sheet & Profit and loss account)

EARNEST MONEY DEPOSIT: Rs. 31,700/- (Rupees Thirty One Thousand Seven Hundred 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 Commercial Bank, Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Banker’s Cheque or online payment for the equivalent value may be furnished.

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 number of the firm.
4. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
5. 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.
6. Bids which do not comply with the above conditions will be rejected.
7. 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.
8. 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.
9. 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.

10. The tender documents should be uploaded on the GeM portal latest by **15.00 hrs.** on **21/06/2024**. The contractor chosen will have to undertake the work within 15 days from the receipt of the Work Order.
11. 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 similar works on hand/carried out during the last 3 years
 - d) Performance Certificate from the existing client(s)
 - e) ESI, PF & GST Registration Certificate.
 - f) Annexures B,C,D, F and G 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
12. All annexures, attachments / drawings (if any) to this tender shall be read as part and parcel of this Tender.
13. Deviation(s) indicated in Annexure E are not automatically accepted; only if 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.

DEFINITIONS OF TERMS:

1. Centre or ICTS means **International Centre for Theoretical Sciences, Survey No151, 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. Vendor and Bid Evaluation

The Vendors and their bids will be evaluated as per the table given below. All the pre-qualification requirements indicated above will be checked. Depending upon the vendors meeting all the basic prerequisites, their bid will be further evaluated on the 'marks based' system given in the table below. The vendors/bids **scoring 70 or more marks** will be considered for the 'price bid' opening.

NOTE:

1. The vendor shall score a minimum of 70 marks in the evaluation for qualifying for 'price bid opening'. The pre-qualification checks & marks evaluation pattern is given below.
2. Among the price bids opened, the lowest offer will be considered for further processing. No additional weightage will be given for the marks scored in excess of 70.
3. ICTS reserves the right to rearrange the pattern of marks for evaluation and revise the ceiling of qualifying marks as deemed fit in the given situation. The decision of ICTS will be final and binding on all. The aim is to have sufficient proposals to compare, in the event of fewer than 3 vendors scoring 70 & above.
4. Issuance of tender documents shall not automatically imply qualification of the firm for bidding, which shall be determined during bid evaluation.
5. ICTS reserves the right not to accept the lowest rate quoted by a bidder and may reject any or all the tenders without assigning any reason whatsoever.
6. Any addendum/corrigendum/extension, if required, pertaining to the NIT will be posted on the ICTS website. Bidders are requested to visit the ICTS website regularly for any addendum/ corrigendum/ extension, till the opening of the bid.
7. If the last date of sale of tender or date of submission of tender is declared as a holiday, the due dates will be the next working day accordingly.
8. All legal suits arising out of the enquiry and subsequent letter of intent/work order, if any, are subject to jurisdiction in the Court of Law of City of Bangalore, India and no other court.

SI No.	Particulars		Rating
1.	Pre-Qualification Checklist- Vendor to qualify in all the prerequisites with sufficient proof (Yes/No)		
I	1	Valid Registration Certificate of the Firm and Contractor license.	Y/N
	2	PAN CARD / GST Registration Certificate.	Y/N
	3	Latest Solvency certificate issued by the bank (issued after 01.01.2024)	Y/N
	4	Financial Statements of the last 3 financial years. (FY 20-21, 21-22, 22-23)	Y/N
	5	Registration for ESIC and EPF/PPF (statutory requirements)	Y/N
	6	Acceptance of all terms and conditions - tender document duly signed on all pages (Annexures should be duly filled and signed)	Y/N
	7	Any technical deviation indicated? If so, are they acceptable to ICTS?	Y/N
	8	Does the vendor meet the previous minimum work experience criteria?	Y/N
	9	Does the manpower deployment meet the minimum requirement indicated?	Y/N
	10	Has the 'Undertaking Form' (Annexure-E) been duly filled and signed?	Y/N
	11	Any special Information or conditions indicated by the firm? If so, are they acceptable to ICTS?	Y/N
	12	Does the firm meet all the above minimum criteria to evaluate further?	Y/N

2.		Min Marks	Max Marks
I	Attended the pre-bid meeting? (Indicates seriousness & interest shown in understanding the Institute's requirements/the scope of work)	0	5
II	The bidders should have an office in Bangalore for day-to-day management of the contract (documentary proof Eg. Electricity bills etc. to be enclosed)	0	5
III	The contractor should have a minimum of 3 years of experience in Operation and Maintenance of STP in Government / Semi-Government / Private Institutions.	15	20
IV	Financial performance: Minimum Annual turnover of the previous year shall be at least 60% of the estimated cost.	15	20
V	List of Works on hand (Enclose copy of the Work Orders of similar works) (higher value of Work done will carry more weightage pro rata)	25	30
VI	Minimum two Performance Certificates from their clients.	15	20
	Total	70	100

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 3 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 and D 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 for carrying out the work shall be indicated by the contractor in the Annexure “F” and uploaded only in the Financial bid and **not** along with the Technical bid..

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 2 X 11.5 KLD capacity which includes NGP Sewage Treatment Plant – 2 Nos, Dewatering pump – 1 No., UPVC Pipe – 1 set, PVC Pipe -1 set, Resilient seated Sluice Valve – 2 Nos, Filter Press – 1 No., Aeration Blower-1 set Coarse Bubble diffuser- 1 set. Total No. of pumps – 25 Nos. Aeration Blower -2 sets.

The supporting electrical installation includes 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	50 mg/l
c) COD	50 mg/l
d) Total Suspended solids	200 mg/l
e) Total nitrogen as N	20 to 30 mg/l
f) Total Phosphates as P	4 to 8 mg/l

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 be 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, 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 systems at all times.
- Operation of domestic pump and flushing pump all day.

The following checks are to be carried out on a daily basis/ regularly:

- Inspect Equalization Tank / Entry to system for blockages, plastics etc. and remove.
- Inspect Aerator and note biomass growth, recirculation and any malodor.
- Inspect Secondary clarifier (Humus Tank) and note visual appearance of final effluent and absence of sludge buildup.
- Check the outlet of the system for blockage etc.
- Check the grease trap, empty if required and top with clean cold water.
- Grease the bearing of the motor, shaft and chain coupling.
- Check the motor for overheating and remove dust from the air fins.
- Check oil level in the gearbox and top up if necessary.
- Check the sludge return system from the humus tank for function.
- Check shaft for wear and tear and alignment.
- Check G.R.P tanks and lids for damage and repair if necessary.

a) Contingency plan

Developing and implementing contingency plans in respect of response to natural disasters, periods of power failure, stormwater inflow into sewers during monsoon, desilting of units of treatment plants, constraint operations or other similar emergencies to maintain the quality of treated sewage

b) 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 be 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.

c) Repairs and Maintenance (In STP and Domestic pump premises)

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

i) Pumping station:

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

ii) Pumping machinery and treatment plant equipment

- Dewatering and desilting of sludge sump, chlorination tank, chemical dosing tanks at least once in two months 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

- Waterproofing leaking roofs of the buildings.
- The preventive and routine maintenance shall include all repairs and provision of spares 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.

- Repairing and replacing damaged pipes, fittings and valves for suction and delivery pipe.
- Repairing and replacing pump impellers, body, bearings and shaft column pipes.

1. 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.

2. Reporting

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, agitator's decanter and other equipment at the sewage treatment plants providing information on the quantity of sewage treated, hours of 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.

3. Authority's Responsibilities

The Authority shall be responsible for procuring, obtaining and maintaining Authority clearances required, however 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 contractor's operations at all times and notify the contractor to search for any defect and to uncover and test any work that ICTS-TIFR 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.

4. Contractor's 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 Centre or its representatives.

The contractor shall procure all spare parts and resources 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 to cause 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 he shall be responsible for making good any loss or damage thereto 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 his 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 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 per month	-----
	2 to 5 occurrences per month	Rs. 1000/- per occurrence
	5 to 10 occurrences per month	Rs. 10,000/- per occurrence
	Above 10 occurrences per 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 8.5/KWH on additional power consumption. Or prevailing billing tariff 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 as below:	-----
Inappropriate de-silting of sewers and clearing of silt in premises.	Per Occurrence	Rs.1000/- per occurrence
Inadequate contingency plan	For each case submitted	Rs.1000/- per occurrence
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 (Semi skilled): - Minimum 1-year experience in handling STP plant operation and maintenance work. Having ITI (Any mechanical trade (Fitter) will be preferred.

Currently, to maintain the STP facility, 4 nos - Semi-skilled Technicians have been deployed.

This is the minimum manpower requirement envisaged, to maintain the system. However, contractors can specify the 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 the contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS.

This is the bare minimum requirement to maintain a system of this magnitude as observed till now. **However, contractors can specify the personnel 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 the contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS. The figure mentioned above is a minimum indicative only.**

It is fully the responsibility of the contractor to deploy qualified staff with hands-on experience, and relevant Licenses/permits to handle Sewage treatment plant works. They should be fully conversant with relevant Indian Standards and should follow electrical and industrial safety norms/practices.

All the personnel deployed to ICTS shall have police verification clearance, and such documents shall be submitted within 15 days of the commencement of the contract.

- ★ Contractor shall submit a staff pattern & general scheme to carry out the above work along with the bid.
- ★ Contractor should provide Uniforms, Shoes, safety & protection gear, Identity Cards, working tools etc. to the staff deployed, at no extra cost.
- ★ Contractor will ensure consistency of work and work force, correct troubleshooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
- ★ Any air-conditioning work/exigency of ICTS, even if it is not specifically mentioned in this document and do not incur cost in spares/material shall be carried out by the deployed staff at no extra cost.

- ★ If any of the staff members appointed by Contractor is found to be ‘not competent’, he has to be replaced by a right person within a stipulated time as given by Engineer In charge, ICTS.
- ★ All the relevant documents pertaining to staff deployed, like copies of job appointment orders with the contractor, address proof, photocopy of ID card etc. and any other details as sought shall be provided to ICTS, by the contractor under his responsibility for the correctness.
- ★ Wages of the staff deployed should not be less than as that mentioned in Minimum Wage Act applicable to the respective category/experience, as on date. The ESI, PF, gratuity, bonus etc., labour law, other rules & norms requirements as found required for contracts of this nature should be met. The same details shall be submitted along with the tender bid.
- ★ In no case, the contractor or his/her employees shall claim job/employment with ICTS. No transport facility shall be provided for the contractor's employees by ICTS.
- ★ It is purely the contractor’s responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
- ★ In case of delay, repetition of work, noncompliance, inadequate staff etc. fine will be imposed as per the fine clause mentioned.
- ★ Safety aspects in workplaces have to be followed as per relevant standards & codes. Any accident or damage to death will be treated as negligence & it is purely the responsibility of the contractor. ICTS is not responsible for any accidents or damages to death. The safety of all the staff under this contract is the sole responsibility of the contractor.
- ★ Contractor is responsible for the behaviour & conduct of his workmen and hence they should be properly educated and controlled.

The contractor & the staff deployed are to assist in the replacement of HEPA filters, prefilters, and micron filters which are procured by ICTS.

SPARES: All running spares, pertaining to the installations covered in this contract, shall be supplied by the institute, Which shall be properly utilized by the contractor for maintenance/repair works as per standard practice. As the work involved is specific in nature, the contractor will ensure proper supervision at all times. In case of deficiency, the fine will be imposed. However, operation and minor maintenance, preliminary troubleshooting, minor repairs, replacement of minor parts etc. are included in the scope of this work, but the contractor shall ensure that these works shall not implicate with the main AMCs of these equipment / systems.

Running of the system under abnormal conditions or in risk will attract fines. Contractor will be responsible for any act of sabotage, misdeed, in-discipline, negligence on the part of the contractor

or his employees. Penalty or fine or legal action, as decided by the Center Director, ICTS shall be imposed on the contractor.

IMPORTANT: Cleanliness and aesthetic finish are very important in ICTS. Hence any kind of work, be it maintenance, shifting or new work, generated dust & debris should be properly cleaned. Work finish should be neat and appealing. All spaces / areas where work is carried out shall be cleaned and left spic & span after completion of work.

Special Note:

Contractor shall take necessary precautions to ensure safety of their men, materials, equipment, tools & equipment, during the period of contract in ICTS. Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. The department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor

ICTS will not be responsible, nor be liable for any accident, damage, loss to his men & materials Any act of commission or omission which jeopardizes the safety / security of the center, the contractor will be fined by the center and any expenses whatsoever incurred towards the work that need to be discharged by the center on account of this, shall be suitably recovered from the contractor, as deemed fit and as decided by ICTS.

**DETAILS OF PREVENTIVE MAINTENANCE SCHEDULE & INVENTORY FOR "STP"
SYSTEM IN ICTS**

SI No.	Location	Equipment Description	Quantity in Nos.
1	STP plant at ICTS campus	Raw Sewage Pumps and Motors	4 Nos.
2	STP plant at ICTS campus	Filter-Feed Pumps and Motors	4 Nos.
3	STP plant at ICTS campus	Garden Pumps and Motors	2 Nos.
4	STP plant at ICTS campus	Aeration Rotor (Wheel Tank) with Gear-box	2 Nos.
5	STP plant at ICTS campus	Sludge Pumps	2 Nos.
6	STP plant at ICTS campus	Chemical Dosing Pumps	2 Nos.
7	STP plant at ICTS campus	Air-blower	2 Nos.
8	STP plant at ICTS campus	Hydraulic Filter Press	1 Set.
9	STP plant at ICTS campus	Filter Media	4 Nos.
10	STP plant at ICTS campus	Raw Sewage (Main Collection Tank) (12x12) feet.	1 No.
11	STP plant at ICTS campus	Filter feed Tank (12x12) feet.	1 No.
12	STP plant at ICTS campus	Final Water Tank (12x12) feet.	1 No.
13	Outside on the wheel tank	Butterfly valve (4")	18 Nos.
14	Outside of the Filter Media	Butterfly valve (2")	35 Nos.
15	Main inlet water line	Gateway Valve	2 Nos.
16	STP plant at ICTS campus	Flow Meter	2 Nos.
17	STP plant at ICTS campus	Gauase Meter	12 Nos.
18	STP plant at ICTS campus	(SS) Bar Screen Filter	2 Nos.
19	STP plant at ICTS campus	Oil Chamber	1 No.

The contractor has to provide the following mandatory listed items of ISI standards to each deployed staff at no extra cost for workplace safety.

Table - A Uniform & PPE Kits

S No.	Item Description	Quantity
1	Uniform	2 Sets per year
2	Mechanical Safety Shoes	1 Pair Per Year
3	Transparent Safety Goggles	1 Pair Per Year
4	Chemical Proof Gloves	1 Pair Per Year
5	Mechanical hand gloves	1 pair once in 6 Months
6	Inhalation Mask	1 per Month
7	Hand Nerve Safety Cover	1 Pair Per Year
8	Reflective Jacket	1 in 6 Months
9	PVC ID Card(Computer printed)	1 per Year

TESTING, MEASURING EQUIPMENT, TOOLS & TACKLES:

All the tools required for carrying out the work stipulated in this document shall be provided by the contractor at site. But, the following minimums are a must at all times.

Table B (Mandatory Tools for deployed Manpower)

All the Technicians & Supervisors should be given with the following;

1. Three Screwdrivers (one light duty(Star-Flat) & one heavy duty)
2. Combination Pliers, 500V grade
3. Live line tester, 500V
4. Knife
5. Wire stripper
6. Nose Plier
7. Adjustable wrenches (8 & 12 inch)- 1 set
8. Toolkit Pouch

Note: All above mentioned tools and accessories should be ISI standard make.

Table- C (Mandatory Equipment Needed for work Site)

Following calibrated, well maintained instruments should always be available at site:

1. Ph Testing Kit -1
2. TDS Meter -1
3. Laser Thermometer-1 No.

Following tools should always be available at site:

1. 6-7 to 30 – 32 size 9 metric 0 double end open spanner- 2 Set
2. 6-7 to 30 – 32 size (metric) double end ring spanner- 2 Set
3. Adjustable wrenches (8 & 12 inch)- 2 set
4. Allen keys inch/mm- 2 Set
5. Box Spanner 6-7 to 30 – 32 size- 1 Set
6. Star screwdriver set- 1 Nos
7. Flat Screwdriver set- 1 No
8. Heavy Duty Star & Flat Screw Drive- 2 Nos Each
9. Hexa Frame- 1 nos
10. Two Nos. of hammers (0.5 lb,1lb & 2lb)- 2 nos each
11. Impact electric drill machine with drill bits (up to 13mm drill bits for SS grade)-1 set
12. Suitable bearing puller - 2 No
13. Air Blower - 1 No
14. Wet & dry Vacuum Cleaner -1
15. Oil Gun-1
16. Grease Gun-1
17. Pipe Wrench-1 set (12-24 inch)
18. Jet Spray Pump-1

Other tools & tackles, instruments etc. as and when required, shall be arranged by contractor at no extra cost. All these shall be suitably kept at site, with contractors own security arrangement. These items should always be available for work. No work shall be partially or fully stopped for want of personnel or tools or instruments. If such an event occurs, the fine will be levied.

General Terms and Conditions:

1. General Terms of Contract

- i. The Contractor should submit the preventive maintenance schedule and its implementation for approval of the Engineer-in-charge.
- ii. 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.
- iii. Dismantled / replaced parts should be handed over to the Engineer in-charge or his representative.
- iv. 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.
- v. 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 the joint agreement.
- vi. 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.
- vii. The contractor shall have to make own arrangements for the accommodation of his staff outside the premises of ICTS.
- viii. 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.
- ix. Work involves operation and maintenance of Sewage Treatment Plant, filtration Plant, Pump Set, spare and Electric Driven Pump Set, domestic and flushing pump etc.

- x. The bidders 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 systems.
- xi. The tenderers who do not submit the tender documents as per the tender conditions, have major deviations, do not submit proper EMD and experience certificates, etc., their tender may be treated as non-responsive and their Price Bid (Cover. 2) shall not be opened.
- xii. The successful firms/ agencies/ contractors will be intimated and the contract will be initially awarded for a period of 1 year and if the services are found to be satisfactory, the Centre reserves the right to extend the contract for 2 years (one year at a time) on the same terms and conditions.
- xiii. Subletting- The contract shall not be assigned or sublet to any other party.
- xiv. Each page of the tender document should be sealed and signed.
- xv. 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 output etc.
- xvi. 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.
- xvii. 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”.
- xviii. 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.
- xix. It is the Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

- xx. 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. This arrangement is purely between the contractor and the Centre for specific services for the period specified.
- xxi. 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 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 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 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 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 of 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 the 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 the bill, if the bill is complete and correct in all respects.
- 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 contractor's 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. TDS on GST will be applicable at the prescribed rates as per notifications 50/2018 and 51/2018 –Central Tax, dated: 13 Sep 2018.

- 8.5 Payments by the contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of ICTS. If 7th 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 overtime charges to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of ICTS. Alternatively, salaries shall be transferred to the bank accounts of the employees and proof of such remittance shall be enclosed with the monthly bills.
- 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 Performance Guarantee: The tenderer, whose tender is accepted, will be required to furnish a performance guarantee of 5% of the tendered amount within 7 (seven) working days from the issue of LOI. This guarantee shall be in the form Demand Draft / Pay Order / Banker's cheque/Bank Guarantee/FDR issued by a Scheduled Bank. The successful Tenderer will have to deposit the Performance Security Deposit and commence the work within 7 days of acceptance of tender. Otherwise the contract will be cancelled and EMD will be forfeited. The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of final bill by the contractor as per the joint measurement.
- 8.8 Security Deposit: Deductions towards Security Deposit shall be made from running bills @ 2.5% of the billed amount. The Security Deposit shall be released to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority. Alternatively, a Bank Guarantee from a Commercial Bank, Insurance Surety Bond, Demand Draft, Fixed Deposit Receipt or Banker's Cheque 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. 3 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.

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 the 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 may 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. 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 specialized 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 employee or 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 thereof has been superseded 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, 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. if any :

7. If you think you have expertise in the work
put to tender, give a brief write up on that :

8. Any other information :

Signature

Name, Designation and Date

Name and Address of the Company with Seal

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 of the company

Name

Date

Designation

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 of the company

Name

Date

Designation

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 covered by this tender with these cover/benefits.

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

The selected contractor shall obtain and produce a 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 may 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 premium/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

TABLE A

SI No	Statutory Benefits	% to be collected from employee	% to be collected by the Contractor	Total %
1	PF	As per the statutory law in force		
2	ESI	As per the statutory law in force		
3	Bonus	-	8.33*	8.33*
4	ELI (Workman's Comp)	Optional		

* The amount of bonus payable is 8.33% subject to maximum of Rs. 6,999/- per annum (the ceiling for calculation purpose from the salary or Wages of Rs. 21,000/- per month as per Section 2(13) of Bonus Act, 1965.

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)

PRICE BID

Sl No.	Item Description	Unit	Qty	Unit Rate	Amount
1.	<p>OPERATION AND MAINTENANCE OF NGP-TYPE STP PLANT Round-the-clock operation and maintenance of the STP plant. Sewage Treatment Plant of 2 X 11.5 KLD capacity which includes an NGP Sewage Treatment Plant - 2 Nos, Dewatering pump - 1 No., UPVC Pipe - 1 set, PVC Pipe - 1 set, Resilient seated Sluice Valve - 2 Nos, Filter Press - 1 No. and Ozone Generating Equipment, Aeration Blower-1 set Coarse Bubble diffuser-1 set. Total No. of pumps - 25 Nos</p>	Days	365		
	Add: GST as applicable				
	Total Amount				

Amount in Words (Rupees)

Signature

Name of the company

Name

Date

Designation

Seal of the company

To be uploaded only in Financial Bid