

**E-PROCUREMENT TENDER FOR OPERATION & MAINTENANCE
CONTRACT OF 25 KLD SEWAGE TREATMENT PLANT ALONG WITH
THEIR ALLIED ACCESSORIES AT KEONICS IT PARK KALBURAGI &
KEONICS IT PARK SHIVAMOGGA**

**TENDER CONDITIONS FOR SUBMISSION OF TECHNICAL BID & PRICE
BID**



Regd Office: 2nd Floor, TTMC "A" Block, Shanthinagar,

K H Road, Bangalore – 560 027

KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,

Regd Office: 2nd Floor, TTMC "A" Block, Shanthinagar, K H Road, Bangalore – 560 027

No: KSEDC/ASSETS/ITPK & ITPS-STP/2019-20

Date: 08.11.2019

SHORT TERM CLOSED TENDER NOTIFICATION

(Through electronic tendering mode only)

KEONICS invites Tenders from the reputed registered company/agencies having expertise and experience in **"OPERATION & MAINTENANCE CONTRACT OF 25 KLD SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES"** Located at KEONICS IT Park Kalburagi & KEONICS IT Park Shivamogga.

Both Technical and Price Bid should be submitted on e-Procurement Portal. The tender shall be a two bid system. The Financial bid shall be opened only for approved technical bids.

Further details can be obtained from web site – www.eproc.karnataka.gov.in or in person from the undersigned.

Date of Commencement of Tender	:	08.11.2019
Last Date for Submission of Tender	:	18.11.2019 @ 03:00 PM
Date of Opening Technical Bid	:	20.11.2019 @ 03:00 PM
Date of Opening of Commercial Bid	:	Will be intimated
Contact Person	:	Smt. R. Chandrikadevi
Designation	:	Manager i/c - Assets
Mobile No	:	9731560714
Contact Person @ Kalburagi	:	Sri. Shoukat Ali Mulla
Designation	:	Asst. Manager
Mobile No	:	9731560726
Contact Person @ Shivamogga	:	Sri Chandrappa
Designation	:	Senior Asst.
Mobile No	:	9686201928

Place of Opening the Tender

KEONICS HO, 2nd Floor, TTMC "A" Block, Shanthinagar, K H Road, Bangalore – 560 027

Sd/-

DIRECTOR (OPERATIONS)

Scope of Work

Scope of Work is to “**OPERATION & MAINTENANCE CONTRACT OF 25 KLD SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES**” in **KEONICS IT Park, Kalburagi & KEONICS IT Park Shivamogga**” The prospective bidder should demonstrate the solution before opening of commercial bid. The Bidder should inspect the Plants at IT Park, Kalburagi & IT Park, Shivamogga before applying to bid.

SL No	Scope Of Work
1	Maintenance of 25 KLD SEWAGE TREATMENT PLANT (STP) round the clock-24 hours 04 four trained personals, 1(One) Lab Chemist who visits daily at intermittent hours.
2	Maintenance of Mixed liquor suspended solids (MLSS) prescribed by KSPCB.
3	Operation of the plants e.g. Raw sewage pumping for treatment to delivery of treated water as per treatment requirement
4	Preparation of chemical solutions for treatment
5	Collection of treated water samples and give it for analysis
6	Maintenance of log books, record books and submission of watercress on monthly basis.
7	Housekeeping to ensure a clean and tidy environment around the STP area
8	Maintenance of attendance register
9	Engineers visit once in 15 days to review the operation of the plant
10	Test report from KSPCB authorized lab to be submitted to KEONICS every month.
11	The selected Bidder shall carry out regular maintenance such as greasing, replacing/topping up of oil for various machineries.
12	Cleaning of bar screen, filter feed tank, treated water tank every fortnight on regular basis.
13	Maintaining the multi grade filter with regular backwash as required
14	Cleaning of pumps impeller to avoid choking on regular basis.
15	Maintenance of blowers as per the manual of the manufacturer.
16	Cleaning of sludge drying beds and dumping the dried sludge nearby for disposal to the garden area as manure.
17	Maintain cleanliness at STP premises by plucking the unwanted saplings and bush.
18	Pumping of treated water to garden daily 02 two times

1. Bid Documents

The bidder shall purchase the bid document through the e-procurement modes of payment as mentioned in the e-procurement portal. The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation and Department will not be responsible or liable for those costs. The bidders are expected

to examine all instructions, forms, terms, project requirements and other information in the tender documents. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the Bidder's risk and will result in rejection of its Proposal.

- 2. Bid Processing Fee:** Each bidder shall pay bid processing fee through any of the 5 e-Payment options only:
1. Credit Card
 2. Direct Debit
 3. NET Banking
 4. National Electronic Funds Transfer (NEFT)
 5. Over the Counter (OTC) – designated Bank branches located across the country
- Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment; please refer to e-Procurement website – www.eproc.karnataka.gov.in

3. TERMS & CONDITIONS OF THE TENDER

3.1 KEONICS reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of the Managing Director, KEONICS is final and unquestionable.

3.2 KEONICS reserves the right to award the contract to deserving parties either in full or in parts. The decision of Managing Director, KEONICS is final and no enquiry will be entertained in this regard.

3.4 Bids should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be taken by KEONICS in this regard.

3.5 Canvassing in any form entails the bidder's disqualification. Any bidder found influencing or intimidating other bidders/Tender process is liable for disqualification.

3.6 Where the bidder makes counter terms and conditions of business, the tender shall not be deemed responsive, unless KEONICS in its discretion may give specific written acceptance thereof.

3.7 Bidders are advised to understand the magnitude of the job involved for Maintenance of Sewage Treatment Plant (STP) services before submitting their bids.

3.8 Bidders have to visit IT Park, Kalburagi & IT Park, Shivamogga for inspection and to know the conditions of the existing Sewage Treatment Plant (STP) during working hours & days with prior appointment before bidding.

3.9 Bidders participating for both Operations & Maintenance of Sewage Treatment Plant (STP) services, should quote the prices for each STP IT Park Shivamogga and STP IT Park Kalburagi individually.

For appointment to visit IT Park, Kalburagi & IT Park Shivamogga and any clarification regarding Tender, please contact Sri. **Shoukat Ali Mulla, Asst. Manager, IT Park Kalburagi, 9731560726 & Sri. Chandrappa, Senior Asst. IT Park Shivamogga, 9686201928**

Earnest Money Deposit (EMD): The successful Bidder shall pay the Earnest Money Deposit for each (IT Park Kalburagi & IT Park Shivamogga) of **Rs.20, 000/- (Rupees Twenty Thousand Only) separately** in the form of DD in favor of KEONICS, Bangalore at the time of releasing the work order.

4. **Technical Bid format:** The bidder shall confirm that the product/service quoted by the bidder shall be in conformance with the conditions specified.
5. **Commercial Bid Format:** Bidders shall quote all inclusive prices (i.e. price inclusive of Chemicals, Placing of personnel at respective IT Parks other expenses, excluding taxes) for **Operations & Maintenance of Sewage Treatment Plant (STP)**. This price shall be inputted by bidders directly in e-Procurement portal.

6. L1 will be declared as per rates quoted for the entire scope of work.

7. Eligibility Requirement:

- a. Company should be in existence in Karnataka for more than one year. Supported by proof of registration.
- b. Bidder should have GST Registration supported by document.
- c. Company must have a total of Rs. 10 Lakhs cumulative turnover for the previous one year, and should be certified by Chartered Account.
- d. Last Three financial year balance sheet and Profit /Loss account should be produced.
- e. Company should have executed 2 orders of about 5 lakhs or above.
- f. Preference is given to the bidding company, if they have the ISO-9001:2008 certificate for the purpose of service provided.
- g. Preference is given to the company, if they have their unit in Kalburagi & Shivamogga. Localities of Kalburagi & Shivamogga or nearby Localities are most considered.

Note- All the above criteria should be supported by relevant document.

8. Payment:

Payments shall be made promptly by the KEONICS but in no case later than sixty (60) days after submission of the invoice with satisfactory maintenance report from the concerned. While submitting the monthly bill, the selected Bidder has to submit the engaged personnel ESI, EPF and Service Tax paid Challans. All the relevant documents as

per work order which are required maintenance of STP are to be submitted along with the bill.

Every month after successful complete execution of the work as per scope of work mentioned, Inspection and with work Satisfaction Certification authorized by Asst. Manager/Senior Assistant IT park Kalburagi & IT park Shivamogga.

9. Inspections and Tests

KEONICS shall have the right to inspect and/or to test the Chemicals and related materials of STP to confirm their conformity to the Contract specifications at no extra cost. The selected Bidder /Vendor shall deploy the experienced person/ persons for maintenance, test and inspection of STP Plant at KEONICS IT Park Kalburagi & KEONICS IT Park Shivamogga their details are to be submitted to KEONICS.

The details of the chemicals and specifications used for maintenance of STP are recorded in log book and the same details are submitted along with the bill. The same chemicals are to be inspected and tested at STP Plant at KEONICS IT Park Kalburagi. If any inspected or tested Goods fail to conform to the specifications, KEONICS may reject the goods and the Selected Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to KEONICS. For any untoward incident/ disaster at STP Plant

10. Force Majeure

Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the KEONICS either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Selected Bidder shall promptly notify the KEONICS in writing of such conditions and the cause thereof. Unless otherwise directed by the KEONICS in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. Termination for Insolvency

The KEONICS may at any time terminate the Contract by giving written notice to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the KEONICS.

12. Termination for Convenience

The KEONICS, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the KEONICS's convenience, the extent to which performance of the Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment immediately after the Selected Bidder's receipt of notice of termination shall be accepted by the KEONICS at the Contract terms and prices. For the remaining Goods, the KEONICS may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Selected Bidder an agreed amount for partially completed Goods and for materials and parts previously procured by the Selected Bidder.

13. Nature of Duties:

Without prejudice of the responsibilities of the agency mentioned in the insuring clauses, the agency shall in particular required to render operating and maintenance services to the STP and makes all arrangements incidental there in STP campus.

14. Duty points and Locations.

This Maintenance Services shall be performed by the Agency through their men on the basis of day to day and shift requirement as per the instructions of the officer-in-charge, SEWAGE treatment plant.

15. Deployment

The name of the personnel deployed on the premises with their Bio-Data, Photograph, and Aadhar Card shall be furnished. Every month attendance should be certified by concerned officers of respective KEONICS IT Park. Attendance register of personnel deployed are to be maintained at respective STP plant. Certified copy of the attendance should be submitted regularly during the payment.

Adequate provision/ arrangement should be made against leave reserve, weekly off etc., by the selected bidder well in advance. Personnel are required to function in 24 hours/ 2 shifts everyday (24/7). If the selected bidder fails to provide personnel at any of the points desired by officer in-charge, deduction at the rate of one and half times agreed rate per day/shift shall be deducted from the payment bill of the agency in case the man power shortage is frequent, KEONICS will have right to terminate the contract.

The personnel deployed by the Agency shall be for a period of six months and No frequent change of personnel shall be entertained for what so ever reasons.

The decision of KEONICS shall be final in the matter of withdrawal/removal if any of the personnel.

No accommodation shall be provided by KEONICS to personnel deployed by them for duties and it is the responsibility of the agency to provide the same at their own cost. Disablement, Death etc., while on duty as per the provisions of workmen ship compensation Act/ESIC etc., for which appropriate insurance policies are to be obtained by the selected Bidder.

The loss that KEONICS may incur on the account of acts by commission or/and commission of the personnel deployed by the Agency will indemnified by the selected Bidder and If the selected Bidder fails to do so the cost for the same will be deducted from their bills.

At any point of time when checked at the site the selected Bidder has to work with specified period, Any absence in this regard as recorded by the KEONICS Officer work shall be taken into account and payment made for the same will be deducted in the monthly bill/ Security Deposit. KEONICS is not responsible for any untoward incidents and accidents at premises of STP plant.

16. Statutory requirements

The selected Bidder shall comply with relevant labor laws, like minimum wages Act, employees provident fund and misc. provision Act, work men compensation Act, employees state insurance Act. Contract labor regulation & Abolition Act and Bonus Act etc., If owing to the breach of any on the provision of these Acts on the part of the contract, KEONICS is held liable by the appropriate authority under the Act of principal employer is worked to pay damages/fine for such break the Agency shall indemnify such loses if the selected Bidder fails to do so, the same shall be deducted from Agency’s bill.

The selected Bidder shall pay forth with any compensation payable to duty of the personnel deployed by them for injuries or for any unforeseen incidents.

18. KEONICS reserves the right to cancel the tender, without assigning any reason.

19. PROFORMA FOR PERFORMANCE STATEMENT

Orders placed by (Full address of Purchaser)	Order No. and Date	Description and Quantity of ordered	Value of Order	Date of completion of delivery as per contract/actual	Remarks indicating reasons for late delivery if any.
1	2	3	4	5	6

Name of the Firm:

Signature and Seal of the Tenderer:

20. Format for uploading Turnover information

Total turnover of the bidder during the preceding one year:

Financial year	Turnover (Rs. in Lakhs)
2016-17	
2017-18	
2018-19	

21. CONTRACT FORM

THIS AGREEMENT made the day of between KEONICS. (Hereinafter called “the employer”) of the one Part and (Hereinafter called “the Selected Bidder”) of the other part:

WHEREAS the Employer is desirous that the Selected Bidder execute the work of OPERATION & MAINTENANCE CONTRACT OF 25 KLD SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES Plant for the period of one year at KEONICS IT Park Kalburagi & KEONICS IT Park Shivamogga (hereinafter called “the Works”) and the Employer has accepted the Tender by the selected Bidder for the Execution and completion of such works and the remedying of any defects therein at a contract price of Rupees. (Rupees only) including of all taxes.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Selected Bidder as hereinafter mentioned, the Selected Bidder hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Selected Bidder in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the Contract.
4. Maintenance of 25 KLD SEWAGE TREATMENT PLANT (STP) rounds the clock-24 hours 02 two trained personals who visits daily at intermittent hours.
5. Maintenance of Mixed liquor suspended solids (MLSS) KSPCB authorized lab.

6. Operation of the plants e.g. raw sewage pumping for treatment to delivery of treated water as per treatment requirement.
7. Preparation of chemical solutions for treatment.
8. Collection of treated water samples and gives it for analysis.
9. Maintenance of log books, record books and submission of watercress on monthly basis.
10. Housekeeping to ensure a clean and tidy environment around the STP area
11. Maintenance of attendance registers.
12. Engineers visit once in 15 days to review the operation of the plant.
13. Test report from KSPCB authorized lab to be submitted to KEONICS every month.
14. The selected Bidder shall carry out regular maintenance such as greasing, replacing/topping up of oil for various machineries.
15. Cleaning of bar screen, filter feed tank, treated water tank every fortnight on regular basis.
16. Maintaining the multi grade filter with regular backwash as required
17. Cleaning of pumps impeller to avoid choking on regular basis.
18. Maintenance of blowers as per the manual of the manufacturer.
19. Cleaning of sludge drying beds and dumping the dried sludge nearby for disposal to the garden area as manure.
20. Maintain cleanliness at STP premises by plucking the unwanted saplings and bush.
21. pumping of treated water to garden daily 02 two times.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed sealed and Delivered by the said

(KEONICS)

In the Presence of _____

Signed sealed and Delivered by the said

(Selected Bidder)

In the Presence of _____