

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலய

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus ,திருவாரூர்/Thiruvarur- 610 005

estate@cutn.ac.in

04366 277 466

Estate Section (Civil)

TENDER DOCUMENT

(Two bid system)

“TECHNICAL BID”	
Tender Id no	CUTNCVL20202102
Tender Ref. no	CUTN/ENGG/CVL/Tender/2020-21/02
Name of Work	Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 44,64,281/-(44.64 Lakh)
Period of Work	12 months
Date of issue of Tender	01/10/2020
Last Date & Time for Receipt of Tenders	28/10/2020 upto 15:00 Hrs (Office time)



தமிழ்நாடு கெந்திரிய விஸ்வவித்யாலயம்
சंसदद्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित
CENTRAL UNIVERSITY OF TAMIL NADU
(Established by an Act of Parliament, 2009)
नीलकुडी परिसर/Neelakudi Campus ,तिरुवारूर/Thiruvarur- 610 005
Estate Section
estate@cutn.ac.in 04366 277 466

NOTICE INVITING TENDER (NIT)

01	Tender Ref. no	:	CUTN/ENGG/CVL/Tender/2020-21/02
02	Name of work	:	Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.
03	Estimated cost	:	Rs. 44,64,281/-
04	Earnest Money Deposit (EMD) fee(Refundable)	:	Rs. 89,300/- (In the form of Demand Draft drawn in favour of Central University of Tamil Nadu payable at Thiruvarur.)
05	Tender document fee	:	NIL
06	Validity of Tender	:	90 days (From the date of opening of Financial bids)
07	Type of Tender (Works/Goods/Services)	:	Services (Civil contract)
08	Contract period	:	01 year (From the date of commencement of the services which will be calculated from the date of handing over of STPs to the contractor.)
09	Date of issue	:	01/10/2020
10	Date & time of Pre-bid meeting	:	Admin building, CUTN. On 13/10/2020 at 12.00 Hrs.
11	Last date & time for receipt of Tenders	:	28/10/2020 upto 15:00 Hrs (Office time)
12	Date & time of bid opening	:	
	(a) Technical bid opening	:	28/10/2020 at 15:30 Hrs (Office time)
	(b) Financial bid opening	:	(Will be intimated through email separately, for those who are technically qualified based on the evaluation as per the conditions specified in the tender document.)
13	Address for submission of Tender	:	The Registrar , Central University of Tamil Nadu, Neelakudi campus, Thiruvarur, Tamil Nadu - 610 005. With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur.
14	Procedure for submission of Tender	:	1 st Cover: EMD details. 2 nd Cover: Technical Bid. 3 rd Cover: Financial Bid. 4 th Cover: Larger outer cover (Wrapper) containing covers 1, 2 & 3. (All the covers must be marked separately)
• Bidders are advised to regularly check our website (www.cutn.ac.in) for any corrigendum/amendments till the opening of tender. All pages should be signed by bidder. The tender document contains 1 to 42 pages.			

Registrar,
CUTN, Thiruvarur



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The Registrar, Central University of Tamil Nadu (CUTN), Neelakudi campus, Thiruvarur-610 005 invites sealed Tender in Two Bid system (1.Technical, 2. Financial) from contractors having similar experience of working in Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government.

Name of Work	Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.
Earnest Money Deposit (EMD) fee(Refundable)	Rs. 89,300/-
Period	12(Twelve) months.
Note:- ➤ Extendable for another one year based on performance.	

Eligibility Criteria:-

1) Experience of having successfully completed similar work(Minimum 100KLD capacity STP) individually cost not less than as stated below during the last 7(seven)years ending previous day of last date of submission of tender application.

(i) Three similar municipal/Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process (at least one of them should be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 17,85,800/-.

(Or)

(ii) Two similar municipal/ Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process (at least one of them should be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 26,78,600.

(Or)

(iii) One similar municipal/ Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government value of cost not less than Rs. 35,71,500/-.

2) “Performance certificate” from the department where the work completed, (Minimum good & above). (Form-A)

(*) “Similar works” means experience in operation and maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system. At least 3 years’ experience in operation maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system is mandatory, technical qualified agency should make a presentation before Financial bid opening.

The cost/value of executed works shall be brought to current cost level by enhancing the actual cost/value of work at simple rate of **6.5% per annum**, calculated from the date of completion to previous day of last date of submission of tender application. Work Completion certificates, Performance certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would

be acceptable. Necessary documentary proof like “Work Completion Certificates” in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificates.

“**Cost/value of works**” means final cost as mentioned in the final bill carried out under single contract including cost of materials, if any, supplied by clients. However the cost of materials issued free of cost shall not be considered for calculating the cost/value of work.

- 3) Should not incurred any loss in last 5 financial years. (*Form –B*)
- 4) Annual turnover – 13.5 Lakh (Average of last 3 years 13.5 Lakh, IT return submission)
- 5) Minimum man power – Chemist cum Supervisor (01 No.), STP operators (09 Nos.), Electrician (01 No.), Fitter (01 No.), Unskilled workers (03 Nos.).(Minimum Qualification and experience details are mentioned in Section –II point no : 17)
- 6) Should have a latest solvency certificate of Rs. 18 lakh from any Nationalised / scheduled Bank. (*Form: C*)
- 7) Separate Registration code No. for ESI, EPF, PAN, GST on contractor’s name / firm.
- 8) Contractor has to submit live Agency/Company Registration certificate.
- 9) Contractor has to submit Labour license (renewal /current), Labour Identification Number (LIN).
- 10) Joint venture bids are not permitted and shall not be accepted or considered and shall be summarily rejected.
- 11) The bidder shall provide and submit information and details regarding litigation/Arbitration cases, if any, for the last five years.

Procedure for submission of Tender:

The Tender should be submitted in four covers as detailed below. The address along with the contact number has to be mentioned in all the covers.

1st Cover:- Sealed & Super scribed as “Tender – DD towards EMD & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/02.

(This cover should contain *Earnest Money* in the form of *Demand Draft* or Attested copy of *exemption certificate* registered with NISC/SSI/MSMEs in sealed cover.)

2nd Cover:- Sealed & Superscribed as “Tender –Technical Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/02.

(This cover should contain *Technical Bid* in sealed cover with relevant documents in support of eligibility criteria as mentioned in the tender document; terms and conditions (tender document) each page duly signed along with supportive documents. Any bid not signed on each page and without authorization may be rejected.)

3rd Cover:- Sealed & Superscribed as “Tender –Financial Bid & Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/02.

(This cover should contain the *Financial Bid* (as attached in this tender document) with the *type written* filled details. All the items are needed to be filled. The rate quoted should be clearly mentioned in both numeric and in words without any overwriting/correction as mentioned in the document. Any bid not signed on each page and without authorization may be rejected.)

4th Cover (Master cover):-

The fourth cover (master cover) should contain all the above mentioned three separate covers (EMD Cover, Technical bid cover, Financial bid cover). All the three covers are to be sealed and kept in one single larger size outer cover (Fourth cover) which should also be sealed and super scribed as below.

Each of the four covers shall **also** be super scribed with the following details:-

Tender reference number: CUTN/ENGG/CVL/Tender/2020-21/02 dated 01/10/2020 for Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.

[**Kind attention:** The Executive Engineer, Engineering section, CUTN, Thiruvarur]

Last date of tender submission : 28/10/2020 upto 15:00 Hrs (Office time)

Name of the section inviting this tender : Engineering section

Name and complete address of the bidder:

If all the three inner covers and one outer cover (i.e., Larger cover) are not sealed and marked as instructed by CUTN will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.

The tender must reach “The Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu 610 005” With a mark of kind attention to: The Executive Engineer, Engineering section, CUTN, Thiruvarur by register post or by hand on or before 28/10/2020 upto 15:00 Hrs (Office time). The Tender shall be opened on 28/10/2020 at 15:30 Hrs.

Tenders received after due date/time will not be considered under any circumstances. Canvassing in any form will result in the disqualification of the bidder. Tenders sent by fax/email will not be considered. To avoid any complications with regard to Late Receipt/Non Receipt of Tenders, it may please be noted that responsibility rests with the bidder to ensure that the tenders reach the above mentioned address on or before the due date and time.

Tender submitted by post should be sent superscripting “Register Post with Acknowledgement Due”. These should be posted with due allowance for any postal delay. Tender received after due date and time of opening tenders will be rejected and Central University of Tamil Nadu (CUTN) will not be responsible for any postal delay.

It is tenderer’s responsibility to watch for any corrigendum or amendment till the opening of the particular tender that will be posted only at CUTN website (www.cutn.ac.in).

1. Tenders received in time will be opened at **15:30 Hrs(Office time)** on **28/10/2020 at Admin Building, CUTN, Thiruvarur** in the presence of Tenderers or their authorized representatives by a committee duly constituted for this purpose. In the event of this day being declared as a holiday, the tenders will be opened at the scheduled time and place on next working day.
2. Other details and the method of evaluating the capacity of the prospective contractors are detailed in the enclosed documents.
3. The Registrar, CUTN reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
4. After award of the contract, if performance of the selected contractor is not found to be satisfactory during the Contract period , CUTN reserves the right to terminate the contract at any time by giving due notice and forfeiting from the bills to compensate the extra cost to be incurred by CUTN in carrying out the service through alternate agency.
5. The Registrar, CUTN also reserves the right to disqualify such bidders in the future tenders whose performance was not satisfactory against the earlier contracts entered into CUTN, Thiruvarur.
6. If the performance is satisfactory, the contract will be extended for another twelve more months.

Earnest Money Deposit (EMD):-

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. EMD shall be furnished in the form of Demand Draft drawn in favour of **Central University of Tamil Nadu** payable at **Thiruvarur**. Without EMD or EMD in any other form, the tender documents will not be opened and will be rejected summarily. The bidders who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or Micro, Small and Medium Enterprises (MSMEs) are exempted from EMD. However, for claiming this exemption, the bidders must furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for works/items for which tender has been floated.

The rate of earnest money deposit shall be as below:

- **2%** of the estimated cost put to tender (i.e.)**Rs.89,300/-**

Refund/ forfeiture of Earnest Money Deposit (EMD)

EMD by the tenderer will be forfeit if the tenderer does not commence the work within the period as per LOA / Contract. In case the LOA / contract is silent in this regard then within fifteen (15) days after award of contract the tender will be cancelled. EMD submitted by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of acceptance of award of work by the successful tenderer. EMD of successful tenderer will be returned after receiving Performance Guarantee. EMD shall not carry any Interest.

If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the University, then CUTN, shall without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money.

Performance Guarantee (PG):-

The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to **5 %** of the tendered and accepted value of the work (without limit) as performance guarantee in the forms of: Demand Draft or A scheduled bank guarantee or Banker's Cheque.

The time allowed for submission of the performance guarantee by the contractor shall be decided by the CUTN approving authority for a period ranging from **4 to 15 days** of issue of the Letter of Acceptance, depending upon the magnitude and/or urgency of the work.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty (60) days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

Unless the contractor whose tender is accepted, signs the Contract Agreements and makes the necessary Performance Guarantee (PG) specified in Para above within fifteen (15) days of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

CUTN shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to CUTN under the terms of this contract or under any other contract with CUTN may be deducted from the Last monthly bill.

Return of Performance Guarantee (PG):-

The Performance Guarantee will be returned to the contractor after 60 days on successful completion of the contract including extension period (if awarded).

Security Deposit:-

The Security Deposit will be recovered at the rate of 10% (Ten percentages) of gross amount from each running bill till it reaches 5% of the tendered and accepted value of work.

Security Deposit shall not carry any Interest.

Refund of Security Deposit:-

The Security Deposit mentioned above may be refunded to the Contractor after 60 days on successful completion of the contract including extension period (if awarded) or on termination. The Contractor should submit the last & final month bill along with a "NIL CLAIM CERTIFICATE"

Notification of award of works:-

The Letter of Acceptance (LOA) will be issued by CUTN, Thiruvaur to the successful bidder. The issuance of LOA shall not constitute an award of work.

Validity of Bids:-

The bid shall be valid and open for acceptance of the competent authority for a period of minimum 90 days from the date of opening of the financial bids and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained. A bid valid for a shorter period shall be rejected by the CUTN as non-responsive and the EMD paid along with it will be forfeited.

Payment:-

Payment will be made on completion of every month on submission of bill along with test report certificate(s) from TNPCB.

All payments shall be made in Indian currency by means of NEFT or RTGS with a reasonable time, after the certification of bills by the Estate section. The Contractor shall submit their Bank account details as given in Annexure-V with bills. Necessarily monthly bills should be submitted by the contractor after obtaining the signature from the Engineer in charge on or before seventh (7th) of subsequent month by obtaining all formalities. The following payment will be recovered from the bills: Statutory deductions like Income Tax, as applicable. Any other recovery if becomes due.

No advance payment will be made to the contractor

Disallowance of payment:-

If payment has been made in monthly bill for any item of work but later on some defect is noticed, Engineer In-Charge is authorized to disallow the payment in the subsequent bills till rectification of the work.

Last month bill:-

The Last & final bill complete in all respect shall be submitted by the bidder within **Sixty (60) days** from the date of completion of work. The total quantity may vary as per actual work execution/site requirement/and user suggested changes during execution.

Settlement of final bill shall be made subject to deduction of all dues recoverable from or payable by bidder, settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by CUTN's competent authority.

CUTN reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. Such recovery shall be enforced any time even after passing the final bill.

Important Instructions To Tenderers**Section-I**

General features of the work are as under:-

- 1) Log book available at work spots should be maintained by recording the time of switching on / off of motors, sumps, sump water level readings etc., all at every one hour.
- 2) Sluice valves should be operated properly during the process of switching on/off of pump sets.
- 3) Checking and correcting of gland rope in pumps /valves.
- 4) Attending and rectifying the faults in electrical equipment such as motors, switches, panel boards, lighting circuits including replacement of bulbs, fluorescent tubes, low tension fuses like HRC and re-wire able fuses in switch fuses/panel boards/distribution boards etc.
- 5) Regular cleaning of electrical equipment like motors, starters, panel boards, transformers, etc.
- 6) Maintaining log book for operation of pumps recording all necessary electrical parameters like Amps, Volts, PF for each one hour of operation and consumption of Bio-culture, Sodium hypo-chloride, Bleaching powder, oil changing, grease, filling of distilled water, etc.
- 7) Addition of bio - culture in aeration tank and chlorination of the treated wastewater by sodium hypochlorite should be periodically performed at the cost of contractor.
- 8) Sample of effluent shall be collected by Tamil Nadu Pollution Control Board (TNPCB) officials and tested at the intervals of one month to ensure the satisfactory performance of the plant. The cost of testing charges may be included in the Financial bid & will be paid in the monthly bill. The test results should pass the requirement as per discharge standard. The contractor has to test the treated effluent to ensure the satisfactory performance of the plant. The sample shall be collected in the presence of Engineer-in-charge, TNPCB officials or authorized representatives.
- 9) Removal of dried sludge from sludge drying bed once in every three months and filled with river sand upto the depth 300cm.
- 10) Neat maintenance of plant area surroundings is essential.

11) The result must be the range below the chart given.

Treated Sewage Characteristics required:-

The environment (Protection) Rules-1986. General Standards for Discharge of Environmental Pollutants-(Inland surface water):

Sl.No.	Parameters	Disposal standards value
1	pH Value	5.50— 9.00
2	Suspended Solids	<100 mg / liter
3	Total Dissolved solids (inorganic)	2100 mg/liter
4	Bio Chemical Oxygen Demand- BOD (5 days at 20° C)	<30 mg / liter
5	Chemical Oxygen demand- COD	<250 mg/liter
6	Ammonical Nitrogen (as N)	<50 mg/liter
7	Total kjeldahl Nitrogen (as N)	<100 mg/liter
8	Oil and grease	<10 mg/liter
9	Colour and Odour	Not Objectionable

12) Operating the Open well pumps as directed by Engineer-in-charge:

- i. Adequate safety measures must be evolved and implemented.
- ii. The bill should be prepared by the contractor and submitted to the Engineering Section by the contractor.
- iii. All the materials including sodium hypochlorite solution, equipment's, machinery etc. required for the work have to be arranged by the contractor.
- iv. Daily Report on day to day status of all sumps and over head tanks in terms of their capacity should be submitted by the agency.

13) The tenderer should furnish the complete details called for. Inadequate and incomplete details which are not as per the documents are liable to be rejected. At the same time unwanted and unconnected details need not be furnished.

14) The bidders are cautioned that furnishing of incomplete information/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.

Section-II

1. General

1.1 The "Technical Bid" (application to qualify) shall contain data and information to enable the institute to draw up a list of agencies who can take part in the tender process and who's "Financial Bids" (Tenders) can be opened.

The following documents should be enclosed:

- i. Letter of Acceptance of bid in the enclosed format. (*Annexure-X*)
- ii. Performance certificates of works- *Form -A* (format enclosed)
- iii. Financial information in *Form -B* (format enclosed)
- iv. Solvency certificate from a Nationalised Bank -*Form -C* (format enclosed).
- v. Details regarding the structure of the organization, Details of personnel establishment in *Annexure-II* (format enclosed).
- vi. Details of equipments in *Annexure-III* (format enclosed).
- vii. Details of ISO certification (if any) in *Annexure-IV* (Format enclosed - An optional document).

1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'Nil' or 'No such cases'. If any particular / query is not applicable in case of the applicant, it should be stated as 'Not applicable'. However, the applicants are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application. Application made by fax and those received late after the prescribed date and time will not be entertained.

- 1.3 The applicant should sign in each page of the application. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, Initialling, dating and rewriting.
- 1.4 References, information's and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.
- 1.5 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to attach superfluous / additional information beyond the requirement of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by the EE/Estate Section / CUTN.
- 1.6 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2. Definitions

In these documents the following words and expressions have their meaning here by assigned to them.

2.1 Employer means The Registrar, CUTN, Thiruvavur.

2.1 Applicant means individual, proprietary firm, and firm in partnership, limited company (private, public and corporation).

3. Method of Application Submission

3.1 If an individual makes the application, It shall be signed by him above his full type written name and current address.

3.2 If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.

3.3 If the application is made by a firm in partnership, it shall be signed (with seal) all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

3.4 If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum and Articles of Association duly attested by a Notary Public.

4. Final Decision Making Authority

The Registrar/Honourable Vice Chancellor CUTN, Thiruvavur reserves the right to accept or reject all or any of the applications and to annul the qualification process / tender process at any time without assigning any reason or incurring any liability to the applicants.

5. Particulars – Provisional

The Particulars of work given in Section-I are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

6. Site Visit

The applicant is advised to visit the site of work at his own cost and examine the surroundings to collect all information concerning drinking water supply & distribution and treated sewage water pipe line system that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the Estate Section.

7. Tools and equipment:

The applicant should own tools & equipments as per list enclosed for proper and timely execution of the work including manpower and fuel etc. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firm from whom he proposes to hire.

7.1 The applicant should have sufficient number of employees for the proper execution of contract. The applicant should submit a list of his employees with their age (Not more than 58 years), Qualification, Experience and Required licenses stating clearly how they would be involved in this work.

7.2 The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained and delivered in sealed covers.

7.3 Inspection committees may carry out surprise visit to tenderers clients' places and their reports, form valuable inputs for the short-listing process.

7.4 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- (b) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

8. Financial Informations:-

The applicant should furnish the annual financial statement for the last 5years in *Form-B* as attached in this tender document.

9. Experience in Similar Works

9.1 The applicant should furnish the following:-

- (a) List of all works of similar nature successfully completed during last 7 years and are in Progress in *Annexure-I*.

9.2 Particulars of completed works and performance of applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished for each work completed or in progress in *Annexure-I, Form-A*.

10. Organizational Information

Applicant is required to submit the following information in respect of his organization in *Annexure-I*.

- a. Name and postal address including telephone, mobile number, E-mail ID, etc.
- b. Copies of original documents defining the legal status, place of registration and principal places of business.
- c. Names and titles of officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d. Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
- e. Authorization for employer to seek detailed reference from clients to whom works were carried out.
- f. Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work – *Annexure-II*.

11. Equipment

Applicant should furnish the list of equipments to be deployed for carrying out this work at CUTN (in *Annexure-III*). Details of any other equipment not mentioned in *Annexure-III*, but available with the applicant and likely to be used in this work may also be indicated.

12. Tender Submission and Decision

After the details submitted by the applicant regarding his financial capacity, previous experience etc. are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned will be intimated. The financial bids (Tender) of the applicants, who have been qualified after evaluation, shall be opened on the date and time to be intimated later, in the presence of the tenderers or their authorized representatives who may be present, by the committee constituted for this purpose.

13. Pre-bid meeting:

The Tenderers or his authorized official representatives are invited to attend a Pre- bid Meeting which will take place at the Pro VC-Hall, Admin building on **13/10/2020 at 11.30 A.M** . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderers are required to submit questions if any in writing so as to reach the Executive Engineer, CUTN before the date of pre bid meeting. Non-attendance at the Pre-bid Meeting will not be

a cause for disqualification of a Tenderer. However, Clarifications given in the Pre- bid meeting are the part of tender documents and bound to be agreed & signed by lowest bidder during the issue of work order.

14. Authority to sign the tender document

The tender must be signed by the person / persons competent to sign as indicated below. Same stipulations will also apply in the case of Receipt of payments for the work done.

14.1 If the Applicant is an individual, he should sign above his full type written name and current address.

14.2 If the Applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.

14.3 If the Applicant is a firm in partnership, the documents should be signed by all the Partners of the firm above their full typewritten names and current addresses. Alternatively the Documents should be signed by a Partner holding Power of Attorney for the firm and in this case a certified copy of the Power of Attorney should accompany the tender documents. In both cases a certified copy of the Partnership deed and current address of all the partners of the firms should be furnished.

14.4 If the Applicant is a limited Company, or a Corporation, the documents shall be signed by a duly authorized person holding Power of Attorney for signing the documents, accompanied by a copy of the Power of Attorney. The Applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

15. Dispute Resolution Mechanism:

In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue. The decision of competent authority, CUTN Thiruvarur in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum.

The University rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Registrar, CUTN, Thiruvarur. The Registrar or an Arbitrator appointed by The Registrar would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, the jurisdiction shall be Madras High Court.

15.1. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Hon'ble Vice Chancellor/ Registrar of CUTN and if Hon'ble Vice Chancellor/ Registrar is unable or unwilling to act, to the sole arbitration of some other person appointed by the Hon'ble Vice Chancellor/ Registrar, willing to act as such arbitrator. The cases referred to Arbitration shall be other than those for which the decision of the Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of CUTN and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Hon'ble Vice Chancellor/ Registrar as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the

rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The *Arbitrator* shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The *arbitrator* shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the *Arbitrator* in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

15.2. Force Majeure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by CUTN subject to prompt notification by the tenderer to CUTN of the particulars of the events and supply to the CUTN if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and CUTN through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

16. A monthly review will be conducted by the Executive Engineer in the following aspects of the contract implementation:

- Performance of the contractor.
- Schedule for work assigned.
- Levy of penalty for delayed completion of jobs
- Rating the work done
- Operation of dispute resolution mechanism for settlement of dispute with the contractor.

17. Minimum strength of workers to be provided:

The agency must have to keep following minimum strength on all working days:-

- a) One chemist cum Supervisor (01 No) who have qualification, Experience relevant to this work. - Skilled category
- b) Nine (09) qualified STP operators with sufficient experience in STP maintenance. The manpower deployed should have minimum 3 years' experience in the same field of works. - Skilled category
- c) One (01) Electricians with technical qualifications and valid 'B Licence'; - Semi-skilled category

- d) One (01) ITI qualified Fitter with sufficient experience in plumbing maintenance; - Semi-skilled category
- e) Three (03) workers with relevant experience in STP maintenance.- Unskilled category

The agency to submit the nominal roll of all workers along with their details on receipt of work order and may keep additional workers to substitute absentees; However, frequent changes in names of the nominal roll shall not be entertained.

18. Penalty clause:

During the operation and maintenance period, it is expected that the contractor shall attend the breakdown and rectify the fault/s promptly with minimum possible downtime .The maximum permitted DOWNTIME shall be 06 hours from the time the intimation is given.

If the repair/rectification is not carried out by the contractor within the maximum permitted DOWNTIME, the Employer shall charge penalty, for each breakdown instance, subject to a maximum of 10 % of the Monthly bill value, as follows

Above 06 hours & below 12 hours - Penalty of 1 % of monthly bill value.

Above 12 hours & below 24 hours - Penalty of 1.5 % of monthly bill value

Above 24 hours & below 48 hours - Penalty of 2 % of the monthly bill value

Above 48 hours - Penalty of 3 % of the monthly bill value and get the work repair/Rectification done from third party at the contractor's risk and cost.

a) A penalty of Rs. 600/- per 8 hours shift will be deducted from the bill for each day when the skilled Operator is not provided. Penalty of Rs.300/- per day for semi and unskilled workers.

b) A penalty of double the market cost of chemical will be deducted if the chemicals are not brought to site for using at the plant.

c) A penalty of Rs. 600/- per hour will be deducted from the bill for non-functioning or unsatisfactory-working of the plant due to contractor's mistake.

19. Termination of Contract:

CUTN reserves the right to issue show cause/termination notice to the contractor by giving one month period on violation of any terms & conditions. Further, on expiry of one month, two more notices can be served giving each 15 days beyond which the agreement will stand terminated automatically unless the firm has fulfilled and complied with all obligations within the said period. During the notice period of termination of contract, the agency shall keep discharging his duties as before till the expiry of notice period.

Section – III

1. Every tenderer is expected before quoting his rates to inspect the entire sewage water treatment plant installations in CUTN for which the service is to be rendered. The requirement and cost of labour & tools should be assessed and no claim for extra payment at a later date on that account shall be entertained. The rate quoted shall take care of the increase in Minimum Labor Wages, VDA, etc., and Escalations / Fluctuations in the market rate.

2. Without written permission of The Executive Engineer/Estate Section/CUTN, no part of the contract shall be sublet, shall transfer the power of attorney, authorizing others to receive the payment on contractors behalf.

3. If further information is required, the Estate Section will furnish such information, but it must be clearly understood that tender must be received in order and according to instruction.

4. Hon'ble Vice Chancellor/ Registrar, Central University of Tamil Nadu(CUTN), Thiruvarur reserves the right to reject any or all the tenders without assigning reason therefore.

5. The contractors comply with the provision of all acts, statutes, rules and regulation etc. of the Central and State governments as the case may be and if necessary get himself duly registered as required by the said acts, statutes rules and regulation etc. The firm should make necessary payment of wages as per Minimum Labor wages Act 2017. Applicable EPF, ESI and bonus should be paid by the contractor along with the monthly bill for the workers and the proof of records for the payments made must be attached in the running bill of each month.

6. Child Labour is strictly prohibited and if there is any violation, the contract will be terminated.
7. Permits for workers and supervisor to the campus / building shall be obtained by the contractor from the concerned authorities. Only photo passes shall be issued and no group passes shall be issued.
8. All expenses related to the functioning of the employees engaged by the contractor shall be in the scope of the contractor. The Contractor is solely responsible for the payment of minimum wages (Basic + VDA), EPF, ESI for their employees as per the State/Central Government norms. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and meeting other statutory and non-statutory benefits/obligations.
9. The contractor should take all measures for environmental protection, such as control of chemical pollution, proper disposal of wastes developed out of their function etc. and ensure that there are no adverse effect on the ecology, particularly on flora and fauna of the campus.
10. The contractor should employ minimum 15 workers per day (as mentioned in Section-II Point no 17). In the case of absentees, penalty clause will be applied and recovered from each monthly bill of the contractor.
11. The contractor shall bring the required equipments at his/her own cost and risk and no extra payment for manpower, fuels and maintenance etc., will be made for the same.
12. The contractor should maintain an attendance register in 100KLD (1 No) and in 150KLD (2Nos) buildings and the same should be certified by the nominated officials from CUTN Administration and hand over a copy to the Executive Engineer, Estate section, CUTN on the next working day and it should be followed throughout the year.
13. The contractor should pay the labour wages in first week of the successive month.
14. The contractor shall obtain a feedback certificate on performance of work from each Departments/ Residents of Quarters /Chief wardens of Hostels while submitting his/ her monthly bill along with the attendance registrar.
15. The contractor shall submit a copy of the Payments made to the workers along with EPF/ESI/bonus/ insurance documents along with each monthly bill. Monthly bill will not be passed unless the above are submitted.
16. Minimum wages shall be fixed as per the Minimum Wages Act 2017 of the Central Government.
17. The contractor shall be responsible for payment of minimum wages, EPF, ESI, Bonus, workman compensation etc., as per relevant acts and rules. Necessary records shall be kept in compliance of the same.
18. The contractor must ensure that no labourers shall work without uniforms and other safety accessories like mask, shoes and gloves etc.,

Statutory Requirement:

The contractor should get labour license for the work from licensing authority of the Government if needed by paying necessary fees. The contractor should have First aid box with necessary medicines etc. He should make necessary arrangements including care taker for taking injured person to clinic /Hospital in the event of emergencies.

Section – IV

- 1.The contractor should execute an agreement in the Rs.100/-, non – judicial stamp paper incorporating the various terms and conditions at his/their own expenditure.
2. The work spot should be kept in spick and span.
3. The contractor shall recoup to the employer the cost of the damage incurred by the contractor on account of any breach of the terms and conditions of the agreement.
4. Attendance registers and the salary registers for the labours engaged per plant and other registers required as per acts and rules and the same may be verified by Engineers of Estate Section, CUTN, Thiruvavur. or other enforcing agencies during their inspection.
5. The supervisor/Senior Electrician must be provided with the mobile phone and the mobile numbers must be given to the University authorities.
6. Workmen should be vigilant while on work.
7. The contractor or their employees shall in no case use Sewage Treatment Plants as housing / accommodations. Use of stoves (Electrical / Gas) in STP premises is strictly prohibited.
8. Workers must be free from influence of Tobacco, alcohol.
9. Workers must be physically and mentally fit for work.
- 10.Workers should avoid causing damage to the University property.

11. The CUTN, Thiruvarur Administration will not accept any responsibility if the workmen are injured.
12. The salary may be made after deducting Income Tax, Labour Welfare Cess etc, by contractor Normal working hours is in General shift 07:30/8:30 a.m. to 04:30/05:30 p.m. and rotational shift 06:00 a.m to 2:00 p.m , 02:00 p.m to 10:00 p.m , 10:00 p.m to 06:00 a.m (with one hour lunch break) based on the requirements and for extended hours if required by CUTN for specific purpose.
13. Child Labour is strictly prohibited.
14. Labour shall not be permitted (except staff for watch and ward) to stay inside the campus and no labour camp shall be allowed to be set up inside the campus.
15. All tool & plants and other activities and storage of materials shall be restricted within the area earmarked for the above purpose.
16. The contractor shall abide by the restrictions imposed by the security wing of the University on the working and movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entrained.
17. The Administration of Central University of Tamil Nadu, Thiruvarur will not accept any responsibility if the work man is injured.
18. Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the nearby areas / buildings/ forest.
19. The work should be executed during day time only. If the work is required to be carried out in the night, necessary permission of the Engineer-in-charge shall be obtained. Contractor will make his own arrangement for lighting the area and no extra amount for carrying out the work during night is payable. To the extent possible engaging women labour in the night shift should be avoided.
20. The work shall be carried out with least hindrance to the adjoining buildings and offices and the contractor will be responsible for any damage, caused to the existing fixtures, electric fittings, cables, roads, pipelines etc. in the course of execution and the contractor shall make good any such damages for which nothing extra is payable.
21. The contractor will not be allowed to use any of the water resources available within the campus nor will be permitted to dig any bore well inside the campus. Water connection available in the toilet and other area can be utilized by the contractor for the purpose of cleaning / jet cleaning etc at free of cost.
22. Tenderer shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working conditions are not admissible /payable.
23. All documents forming the contact shall be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scaled.
24. Non-cooperation with CUTN administration or strike in any form will lead to termination of contract with immediate effect without assigning any reason.
25. On completion of the maintenance period, the Treatment Plant has to be handed over to the CUTN in good running condition. At the time of taken over by CUTN all the equipment and accessories in the Treatment Plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition and only after which the unit will be taken over.

Section – V

Scope of work (Contractor)

- 1) The waste water from Septic tank, sewage sump shall be treated in Sewage Treatment Plant so that the same can be reused for Horticultural purpose.
- 2) In STP-100KLD (1Nos) & 150KLD (2Nos) the sludge drying beds shall be cleaned off all vegetation and accumulated sludge and kept prepared for receiving the new sludge deposits and sludge bed clear sludge particle to avoid bad smell in the plant.
- 3) In STP-100KLD (1Nos) & 150KLD (2Nos) Carbon filter media should be replaced every six months (during summer and winter vacation)
- 4) Periodical monitoring of Carbon filter media in STP-100KLD (1Nos) & 150KLD (2Nos) and its replacement to maintain the required quality of the treated wastewater.
- 5) In STP-100KLD (1Nos) & 150KLD (2Nos) once in every three months the collection tank, Collection sump, Clarifier tank, Treated tank should be cleaned to avoid sludge particle accumulation in the bottom of tank.
- 6) Sludge drying bed 15 nos should be cleaned periodically once in three months to avoid bad smell in the plant area.
- 7) In STP-100KLD (1Nos) & 150KLD (2Nos) every Six month the aeration tank should be cleaned.
- 8) Periodically monitoring of MLSS (Mixed Liquor Suspended Solids) in the aeration tank and in the recycle line for proper functioning of STPs
- 9) Measurement of MLSS and MLVSS once in three months to check the function of aeration tank.
- 10) MLSS should be maintained in the range of 1500 – 2000 mg / liter in the aeration tank to active the BOD_{5,20} of 30 mg / liter in the treated wastewater.
- 11) MLVSS to MLSS ratio should be more than 0.75.
- 12) Avoiding of over aeration to maintain the good settleability of the sludge in secondary sedimentation tank.
- 13) Continuous pumping of active Biomass in to aeration tank from bottom of SST.
- 14) Approximately 10000 mg / liter of MLSS should be maintained in the sludge recycle line.
- 15) In STP-100KLD (1Nos) & 150KLD (2Nos) the open space in the plants area shall be kept neat and tidy .All the plants / hedges inside the plants area shall be nurtured satisfactorily including weeding out of wild vegetation, grass cutting etc., periodically within the compound wall enclosure of the plant.
- 16) In STP-100KLD (1Nos) & 150KLD (2Nos) maintaining the oil level in aeration tank motor and clarifier motors.
- 17) The contractor shall guarantee for the proper functioning of the sewage treatment scheme as specified and as per normal approved standards.
- 18) Sample of effluent shall be collected by Tamil Nadu Pollution Control Board (TNPCB) officials and tested at the intervals of one month to ensure the satisfactory performance of the plant. The cost of testing charges may be included in the Financial bid & will be paid in the monthly bill. The test results should pass the requirement as per discharge standard. The contractor has to test the treated effluent to ensure the satisfactory performance of the plant. The sample shall be collected in the presence of Engineer-in-charge, TNPCB officials or authorized representatives.
- 19) A register shall be maintained for the following details
 - a) Name of operators.
 - b) Working hours and shift details.
 - c) Breakdown details and remedial measures taken.
 - d) Quantity of influent and treated effluent to be recorded in each shift: and maintain a daily record of total wastewater inflow, total treated wastewater recycled and the quantity of wastewater discharged.Copies of test results of the effluent (used for Horticulture purpose)

- 20) Three operators in one shift shall be engaged for 3 STPs for 8 hours per day shift. Contractor has to do the work round the clock i.e. 24 Hours a day (In Three Shift operation) including Sunday and all other public holidays giving one day weekly off (6 days working means 7th day will be a weekly off). CUTN will count on 26 days a month and will pay for only 26 days.
- 21) The tenderer should ensure that the treated effluent shall be suitable for Horticulture purpose.
- 22) Bills can be claimed by the agency monthly. The test results are must and that is the base for payment.
- 23) Other agencies doing works in this campus will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. Nothing extra over the agreement rates shall be paid for the same.
- 24) Restrictions may be imposed by the security wing of University etc., on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 25) The Contractor shall have to carry out Routine / Periodic / Breakdown / Trouble shooting maintenance (Plumbing, Electrical as well as Mechanical) of all installations of the system including STP maintenance in sewage network. Periodical cleaning/brushing of launders, channels, walkways etc., at all the units of the plant will be carried out by the contractor and the entire plant premises shall be kept neat and clean. The contractor should attend to the general cleaning of the plant premises by sweeping, dusting and removal of the screenings, grit and excess sludge etc.
- 26) All forms of consumables, spares,oils, paints required for repairing, servicing, maintenance etc. Sludge disposal from Lagoons / pits/chambers/tanks or any holding device in the system is the responsibility of the Contractor. The contractor has to clear the Lagoons and the sludge & Scrap and has to be disposed within the CUTN Premises as per the direction of Engineer In charge.
- 27) The contractor or their employees shall in no case use sewage Treatment Plants as housing /Accommodations. Use of stoves (Electrical / Gas) in STP premises is strictly prohibited.
- 28) The screen chambers of the source point of raw sludge collection (VIZ. from Hostel building etc) to be cleaned daily including removal of food waste, vegetables and other similar materials etc. and dumping of the collected materials at the places shown by the CUTN.
- 29) **Mechanical equipment** like Transfer pump, sludge pump, filter feed Transfer pump, Aerator, clarifier, chlorine dosing pump, pressure sand filter, Activated carbon filter, pipes and valves shall be kept in working condition at all times. Minor repairs if any has to be attended in 6 hours and major repair if any has to be reported to Estate section, CUTN within 24 hours.
- 30) **Electrical items** like LT outdoor control panel board comprising of main switch, push buttons DOL starters and indicator lamp for the motors with suitable control fuses for outgoing feeders with necessary interconnection and incoming and outgoing terminal shall be checked for its working conditions in each shift and if any damage / repair occurs shall be attended within 6 hours.
- 31) Plumbing pipe line and joints if any damage / repair occurs shall be attended within 6 hours.
- 32) The contractor should engage minimum manpower as mentioned in Section II point no 17. The list of technicians including few more technicians/workers enrolled at the beginning should not be changed frequently to ensure the Pay & allowances including bonus etc., paid to them periodically.
- 33) The contractor shall ensure payment of Minimum wages, Bonus to the workmen employed by him at the rate at which shall not less than the minimum wages applicable under law from time to time.
- 34) The contractor should provide proper Uniform and ID cards for workers to distinguish them from other staff- 2 sets per worker per annum. Workers Welfare fund, ESI and EPF as applicable shall be included in the offer.
- 35) The contractor shall comply all safety rules and regulation of CUTN.
- 36) Instruments for pH, DO and TDS measurement to be maintained in STP (Minimum required Equipment details attached in Annexure –III)
- 37) FAB media (Make: preflex/ MM Aqua/Cool Deck or equivalent (3 Cum) for each plant should be used.

38) Chemical Solution Dosing:

The clarified effluent shall be dosed with Nature Suraksha Decomposed cum Deodourizer Liquid (NDSL) chemical for STP and filling in tanks of STP, 1.00 liter in each tank.

39) The contractor should paint the corrosive parts of the plant, motors, etc.,.

40) The other accessories such as Hoe, crowbar, spanner set (rings and double end), pipe wrench (12" to 36"), alien key, grass cutting knife, wheel borrow, bond, sludge removal mesh, hammer, Tripod stand for lifting motor from well etc to be maintained by contractor.

Working Conditions:

- a. The Operation and Maintenance of Valves and Motors in STP of CUTN Campus is required to be carried out on all days of the year.
- b. Sufficient man power is required to be provided for the work.
- c. Strict discipline must be observed by the workers.
- d. The supervisors, shall have to report daily to the Engineer in charge and take instructions.
- e. The movement of workers should be restricted to their area of work and should not wander into other areas.

Service Materials and Tools:

All the materials required for the work such as tools, Plants, testing kits & safety equipment's etc. will have to be provided by the contractor. Minimum required quantity of above materials shall be stored by the contractor and CUTN shall reserve the right to issue gate passes for all tools etc., on fixed regular periods. The storage space for the materials shall be provided by CUTN. Prior approval for quality of the material is to be obtained from Estate section of CUTN. Any material of substandard quality, found on surprise check will attract penal action.

The above list is not exhaustive but only indicative. The contractor is also required to carry out activities not specifically mentioned here but required for the better up keeping of sumps and water sources.

Scope of work (Client) (i.e.) CUTN, Thiruvarur:-

- 1) Major repairs like replacing coil, impeller, shaft and other parts etc. shall be carried out by Estate section, CUTN.
- 2) The power supply to run the Sewage Treatment Plant (STP) will be provided by University at free of cost.
- 3) The drinking water cans will be supplied from University at local market price.

Letter of Acceptance of Bid

To

The Registrar,
Central University of Tamil Nadu,
Neelakudi Campus, Thiruvarur,
Tamil Nadu - 610 005.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: CUTN/ENGG/CVL/Tender/2020-21/02

Name of Tender/Work: Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.

Sir/Madam,.

I/We, the undersigned, declare that:

- a. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: *www.cutn.ac.in* (or) *www.etenders.gov.in*.
- b. I/We hereby certify that I/We have read & accept the entire terms and conditions of the tender documents page no **01 to 42** (including few documents like Annexure(s), schedule(s), etc), which part of the contract agreement and I/We shall also abide hereby by the terms/conditions/clauses contained therein. The corrigendum(s) issued from time to time by your University too have been taken into consideration, while submitting this acceptance letter.
- c. I/We also declare that Government of India or any other Government body has not declared me/us ineligible or black listed me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- d. I/We hereby certify that all the submitted statements are true & correct. My/Our bid shall be valid for a period of **90 days** from the date of opening of financial bids in accordance with the Tender documents and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
- e. If my/our bid is accepted, I/We commit to submit a performance security & agreement in accordance with the Tender documents.
- f. I/We hereby unconditionally that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive and also aware that Financial bid documents will not be opened if I/we are unqualified to take part in the tendering processes.
- g. I/We submit the requisite solvency certificate and authorize the Registrar, CUTN, Thiruvarur or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Registrar, CUTN, Thiruvarur or his/her representative to approach individuals, firms and corporations to verify our competence and general reputation.

Yours sincerely,

Authorised Signatory
(Full Name & Designation)

(Authorised person should attach a copy of Authorization for signing on behalf of Bidding company)

Format for Technical Bid
Qualifying Informations (Mandatory)

The information to be filled by the Bidders in the following prescribed format required for purposes of Pre-qualification (copies duly signed and self-attested being enclosed).

Sl. No	Description / Requirement from the Tenderer	Informations (If necessary, separate sheets shall be used)	Pg. No
1.	Name of Contractor/Firm :		
2 (a)	Details of EMD(should be in the form of DD): (i)Demand Draft No: (ii)Amount:(Rs): (iii)Bank details:		
2 (b)	NISC/SSI/MSME Registration No: Company Name & Address: Validity : Product for which registered: (attach self-attested copy)		
3.	Place of Registration, Registration Certificate No, Class &value: CPWD/State PWD/MES /BRO/Railways/PSU/Any (Please tick (√) Which is applicable) (attach self attested copy)		
4.	Status of the tenderer: (Public Ltd/Private Ltd /Partnership Firm/Sole Proprietor)		
5 (a)	Year of establishment of firm :		
5 (b)	Principal place of business :		
5 (c)	Permanent Address :		
5 (d)	Mailing Address with Contact No, Email Id :		
6 (a)	Details of PAN: (attach self-attested copy) :		
6 (b)	GST Registration: (attach self-attested copy) :		
6 (c)	Employees Provident fund(EPF) Registration: (attach self-attested copy) :		
6 (d)	Employees State Insurance(ESI) Registration: (attach self-attested copy) :		
6 (e)	LIN Number: (Labour Licence) (Renewal/ Currant) (attach self-attested copy) :		

Eligibility Criteria:-	
7.	<p>1) Experience of having successfully completed similar work (Minimum 100KLD capacity STP) individually cost not less than as stated below during the last 7(seven) years ending previous day of last date of submission of tender application.</p> <p>(i) Three similar municipal/Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process (at least one of them should be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 17,85,800/-.</p> <p style="text-align: center;">(Or)</p> <p>(ii) Two similar municipal/ Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process (at least one of them should be for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government each of value not less than Rs. 26,78,600.</p> <p style="text-align: center;">(Or)</p> <p>(iii) One similar municipal/ Residential/ Educational institute waste water treatment works* and experience in conventional activated sludge process for Central/State Government/Public sector undertakings/Autonomous Organisations of the Central/State Government value of cost not less than Rs. 35,71,500/-.</p> <p>(*) “Similar works” means experience in Operation Maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system. At least 3 years’ experience in operation maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system is mandatory, technical qualified agency should make a presentation before Financial bid opening. Work Completion certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would be acceptable. Necessary documentary proof like “Work Completion Certificates” in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the Completion certificates.</p>

Details of Completed Works: - *(Attach self-attested work order copies of last 07years. If required separate sheet may be enclosed)*

Sl. N.	Description of Works	Date of Start	Date of Completion	Address/Location/Name of the Client	Value of Completed work(Rs)

8.	Details of On-going Works:- (Attach self-attested work order copies of last 7 years. If required separate sheet may be enclosed)					
Sl. No	Description of Works	Date of Start	Date of Completion	Address/Location/Name of the Client	Value of work allotted (Rs)	Value of work executed till date (Rs)
9	“Performance certificate” from the department where the work completed (Minimum good & above) (Please fill the prescribed form (Form-A) for each completed works ,if required additional form may be attached)					
10	Should not incurred any loss in Last 05 financial years (Yes/No) : (If yes, attach the filled “form-B” and enclose necessary documents)					
11	Annual turnover – 13.5 Lakh (Average of last 3 years 13.5 Lakh, IT return submission) (attach the filled & Signed “form-B” and enclose necessary documents)					
12	Minimum man power details (attach the filled & signed “Annexure –II”)					
13	Should have a solvency of Rs 18 Lakh from any Nationalised /Scheduled bank (Attach the filled & signed form :”C”)					
14	Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process. (Attach necessary documents)					
15	Any other information highlighting the qualifying criteria, competency, credential and capability in handling such works. (attach self-attested copies)					

I/We hereby certify that the information furnished above &the attached documents as proof of the information are true and correct to the best of our knowledge and understand that these details are required to decide our eligibility to participate in the tender process and opening of our price bid thereon and also authorize the Registrar, CUTN or his/her representative to approach the source of the certificate to verify our competence, if required, for processing the tender. No alteration, modification or any change have been made by me/us in the tender documents/schedule.

Signature with seal

PERFORMANCE CERTIFICATE OF SIMILAR WORKS (*)

(Please fill the prescribed form for each completed works, if required additional form may be attached)

1	Name of work & Location	
2	Agreement No	
3	Estimated cost	
4	Amount of Contract	
5	Date of start	
6	Date of completion	
7	Amount of compensation levied for delayed performance , if any	
8	Performance Certificate:- <i>(Quality of work, Financial soundness, Technical proficiency, Resourcefulness, General Approach & Behaviour, Immediate response for complaints)</i>	Very Good /Good/Satisfactory/Poor/Very poor

Date:

Signature & Seal of
Executive Engineer or equivalent
Contact No:

Note:

(*) **“Similar works”** means experience in maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system. At least 3 years’ experience in operation maintenance of municipal/ Residential/ Educational institute sewage wastewater treatment system is mandatory, technical qualified agency should make a presentation before Financial bid opening. Performance certificates issued by Competent Authority will only be considered. Competent Authority means officer not below the Rank of Executive Engineer/ Equivalent would be acceptable.

Form-B: Financial Information

Sl. No	Particulars	Financial Years(FY)				
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
i	Gross Annual Turnover in similar works as mentioned in Annexure-I					
ii	Profit(+) or Loss(-) (In Lakhs)					
iii	Certified by					

Name & Address of Chartered Accountant:

iv Audited balance sheets, Profit & Loss statements, Auditors report and schedules for the last five (05) financial years duly certified by the Chartered Accountant & bidder(s), as submitted by the bidder(s) to the Income Tax Department. (attach self-attested copies)

v **Financial arrangements for carrying out the proposed work:-** (a)Fixed Deposits, (b)Liquid Capital, (c)Working Capital, (d)Line of Credit, Etc. (attach self-attested copies)

vi Latest Solvency Certificate in Original from any Nationalised Bank.
(Note: Banker's certificates should be on letterhead of the Bank. In case of partnership firm, certificate include names of all partners as recorded with the Bank as said in the Form-C)

Signature of Chartered Accountant with seal

Signature(s) of bidder(s) with seal

Form-C: FORMAT -FORM OF BANKER'S CERTIFICATE FROM A NATIONALISED BANK

(On letter head of the Bank)

This is to certify that to the best of our knowledge and information that M/s./Shri _____ (with address) a

Customers of our bank are / is respectable and can be treated as good for any engagement upto a limit of Rs _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

Name of Bank & Branch with seal

Details of Technical personnel employed by the firm/company

(Additional information about technical personnel, if any, be submitted on separate sheet)

Sl. No	Name & Designation	Total number	Qualification	Total Professional Experience	Length of continuous service with the current employer

Minimum strength of workers to be provided:

The agency must have to keep following minimum strength on all working days:-

- a) One chemist cum Supervisor (01 No) who have qualification, Experience relevant to this work. - Skilled category
- b) Nine (09) qualified STP operators with sufficient experience in STP maintenance. The manpower deployed should have minimum 3 years' experience in the same field of works. - Skilled category
- c) One (01) Electricians with technical qualifications and valid 'B Licence'; - Semi-skilled category
- d) One (01) ITI qualified Fitter with sufficient experience in plumbing maintenance; - Semi-skilled category
- e) Three (03) workers with relevant experience in STP maintenance.- Unskilled category
- f) The agency to submit the nominal roll of all workers along with their details on receipt of work order and may keep additional workers to substitute absentees; However, frequent changes in names of the nominal roll shall not be entertained.

Signature(s) of Applicant (s) with seal

List of Materials & Instruments to be maintained by Contractor

Table-A

Sl. No	Materials	Numbers
1	Hoe	4 Nos
2	Crowbar	4 Nos
3	Spanner set (rings and double end)	2 Set
4	Pipe wrench (12" to 36")	2 Set
5	Alien key	2 Set
6	Grass cutting knife	4 Nos
7	Wheel borrow	4 Nos
8	Bond	8 Nos
9	Sludge removal mesh	4 Nos
10	Hammer	2 Nos
11	Tripod stand for lifting motor from well	1 Set
12	Any other essential materials	

Table-B

Sl. No	Instruments	Numbers
1	pH meter	1 No
2	DO meter	1 No
3	TDS meter	1 No

Signature(s) of Applicant (s) with seal

Proforma on ISO certification (Optional)

Year of Certification	
Name and Address of Certifying Agency	
Name of Management Representative	
Validity of Certificate	
Note: Attested copies of certificate by government officer of Notary public to be enclosed	

Signature(s) of Applicant (s) with seal

MANDATE FORM FOR BILL PAYMENTS THROUGH EAT MODULE IN PFMS**Details of Account Holder**

Sl. No	Particulars	Important Details (in block letters)
1	Name of the Contractor/ Beneficiary	
2	Name of the Bank & Branch	
3	Bank Account Number	
4	IFSC Code (11 digits)	
5	PAN Number	
6	GST Number (If applicable)	
7	Email Id	
8	Mobile Number	
9	Address (Including city, Pin code etc.)	

I hereby declare that the particulars given above are correct and complete.

Date:

Signature

CHECK LIST

(The following documents in the same order must be furnished and attached along with Technical bids & Financial bids)

Cover	Requirements/Details to be submitted	Submitted (Yes/No)	If yes Page No(s).
<u>Part A: Technical Bid</u>			
1 st Cover	EMD as Demand Draft(DD) or Copy of MSME/NSIC Registration certificates		
2 nd Cover	Signed Letter of Application/ Letter of Acceptance of Bid		
	Agency/Company Registration certificate (attach self-attested copy)		
	PAN card (attach self-attested copy)		
	GST Registration (attach self-attested copy)		
	EPF Registration (attach self-attested copy)		
	ESI Registration (attach self-attested copy)		
	LIN Number (attach self-attested copy)		
	Work orders of completed similar works during last 07 years (attach self-attested copy)		
	Work orders of ongoing similar works (attach self-attested copy)		
	Performance Certificates of completed works as mentioned in <i>Form-A</i>		
	Audited balance sheet, Profit & loss statements, Auditor report & schedules Income Tax return- Last 05 Years ending March 2020 (attach self-attested copy)		
	Financial arrangements for carrying out the proposed work (attach self-attested copy)		
	Latest Bank solvency certificate in original as mentioned in <i>Form-C</i>		
	Litigation/ Arbitration cases during last 05 years, if any. (attach self-attested copy)		
All other required certificates/documents mentioned in <i>Annexure-I to V</i> and <i>Form-A to C</i> (attach self-attested copies)			
Any other information highlighting the qualifying criteria, competency, credential and capability in handling such works. (attach self-attested copies)			
<u>Part-B: Financial Bid</u>			
3 rd Cover	Financial Bid documents (Complete sealed & signed)		
<u>Part-A & Part-B:</u>			
4 th Cover	Tender documents(Part-A & Part-B) by the bidders(Complete sealed & signed)- 4 th Cover/Master Cover		

FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

Date :.....

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From To.....

Guarantee Expiry Date:

Last date of Lodgement:

- a) In consideration of Central University of Tamil Nadu, Thiruvarur, Tamil Nadu (hereinafter called the CUTN) represented by the Registrar, Central University of Tamil Nadu, Neelakudi Campus, Thiruvarur, Tamil Nadu – 610 005 having agreed to exempt M/s.....(hereinafter called “the said contractor from the Order datedmade between the CUTN and M/s.....the contractor for hereinafter called “the said agreement”) of the Performance Guarantee for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs...../- (Rupees.....only). We..... (herein after referred to as Bank)at the request of M/s.....(Contractor) do hereby undertake to pay to the CUTN and amount not exceeding Rs..... /- (Rupeesonly)against any loss or damage caused to or suffered or would be caused to or suffered by the CUTN by reasons of any breach by the said contractor of any of the terms and conditions contained in the said agreement.
- b) We.....bank..... branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the CUTN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CUTN by reasons of breach of the said contractor of any of the terms of conditions contained in the said Agreement or by reason of the contractor failure to perform the said Agreement. Any such demand made on the Bank shall conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... /- (Rupeesonly).
- c) We..... undertake to pay to the CUTN any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
- d) Wefurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CUTN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till the CUTN certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this

guarantee is made on us in writing on or before the expiry date of guarantee(...../...../20.....). We shall be discharged from all liability under this guarantee thereafter.

- e) We.....further agree with the CUTN that the CUTN shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUTN against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or from any forbearance, act or omission on the part of the CUTN or any indulgence by the CUTN to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties but for this provision have effect of so relieving us.
- f) Bank guarantee shall remain in full force upto...../...../20.....
- g) This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.
- h) We.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CUTN in writing.

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs..... /- (Rupeesonly).
2. The bank guarantee shall be valid upto...../...../20.....and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before/...../20....
4. We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the power of Attorney dated(date of power of attorney to be inserted).....granted to him by the bank.

Dated day of20.....

Bank:

Corporate seal of the Bank:

By its constituted Attorney signature of a person duly authorized to sign on behalf of the Bank

(To be submitted on non-Judicial stamped paper(Rs.100/-)after award of work)

CONTRACT AGREEMENT NO...../Dated.....

THIS AGREEMENT is made on.....(day).....(month)of Two thousand twenty between The Registrar, Central University of Tamil Nadu, Neelakudi campus, Thiruvarur, Tamil Nadu-610 005.(Hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at Central University of Tamil Nadu, Thiruvarur of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.at Client’s premises.

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor selection of contractor/agency for “Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.” under Tender No.CUTN/ENGG/CVL/Tender/2020-21/02.
- II. AND WHEREAS the Contractor submitted his bid vide.....in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite works/services to the Client.
- III. AND WHEREAS the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No.....to the Contractor on.....for a total sum of.....[Rupees..... Only].
- IV. AND WHEREAS the Client desires that the “Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.” (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite works/services to the Client.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the “Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.” for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for “Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage

Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.” for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

- a) In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - i. The Letter of Acceptance, issued by the Client.
 - ii. The complete original tender document, including letter of acceptance of tender, as submitted by the Contractor.
 - iii. The Addenda, if any, issued by the Client.
 - iv. Any other documents forming part of this Contract Agreement till date. (Earnest Money Deposit, Performance Bank Guarantee)
 - v. Supplementary Agreements executed from time to time.
- c) Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- d) This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(with seal & date)

Signed on behalf of Client
(with seal & date)

(Authorised Signatory)

Executive Engineer
CUTN, Thiruvarur.
(Authorised Signatory)

INTEGRITY PACT

To,

The Registrar,
Central University of Tamil Nadu,
Thiruvarur.

Sub: Submission of Tender for the work of Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.

Sir/ Madam,

I/We acknowledge that Central University of Tamil Nadu, Thiruvarur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Tamil Nadu, Thiruvarur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central University of Tamil Nadu, Thiruvarur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2020

BETWEEN

The Registrar, Central University of Tamil Nadu, Thiruvarur, (Hereinafter referred as the **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(*Name and Address of the Individual/firm/Company*) through (*Details of duly authorized signatory*) (Hereinafter referred to as the **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender Ref. no: CUTN/ENGG/CVL/Tender/2020-21/02) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.

Here in after referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the

Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 60 days after the completion of work under the contract including extension period (if awarded) and for all other bidders, till the Contract has been awarded. (if applicable)

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CUTN.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Date :

தமிழ்நாடு மத்தியப்
பல்கலைக்கழகம்



CENTRAL
UNIVERSITY OF
TAMIL NADU

தமிழ்நாடு கெந்திரிய
விஸ்வவித்யாலய

ESTABLISHED BY AN ACT OF PARLIAMENT IN 2009

நீலக்குடிபரிசர்/Neelakudi Campus ,திருவாரூர்/Thiruvarur- 610 005
estate@cutn.ac.in 04366 277 466

Estate Section (Civil)

“FINANCIAL BID”

Tender Id no	CUTNCVL20202102
Tender Ref. no	CUTN/ENGG/CVL/Tender/2020-21/02
Name of Work	Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.
Value of Work	Rs. 44,64,281/-(44.64 Lakh)
Period of Work	12 months
Date of issue of Tender	01/10/2020
Last Date & Time for Receipt of Tenders	28/10/2020 upto 15:00 Hrs (Office time)

SCHEDULE-‘A’

Name of work	Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.
Total amount of work	Rs. 44,64,281/-(44.64 Lakh)
Period of Work	12 months

Description of Work

Item No.	DSR-2018 /LMR	Sub Heads & Item of Works	Qty	Unit	Rate per Unit (Rs)	Rate per Unit (In words)	Amount (Rs)
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(Refer attached separate sheets under ‘Financial bid’ , Total pages 02 (Pg no: 41 to 42)

Note:- The details and Nature of work shown in the Scope of works are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority.

Financial Bid

Name of the work: Annual Contract for Operation & Maintenance of 100KLD (1No) & 150KLD (2Nos) capacity of Sewage Treatment Plants (STP) at Central University of Tamil Nadu, Thiruvarur.

SL. NO	Description of work	Quantity (No of plant)	Unit	Rate per plant in figures (Rs.)	Rate in words (Rs)	Amount in figures (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G) = (C) X (E)
1	<p>Operation and Maintenance of Sewage Treatment Plant of 100KLD (1No) & 150KLD (2Nos) capacity for 24 hrs per day by engaging qualified plant operators, in three shifts of 8 hours duty of each, other man powers and using chemicals like sodium hypochloride, Bio culture, consumables etc., as required for maintenance and as directed by the Engineer-in charge. The treated sewage shall have the parameter like, (1. pH Value, 2. Suspended Solids, 3. Total Dissolved solids (inorganic) 4. Bio Chemical Oxygen Demand- BOD (5 days at 20° C), 5. Chemical Oxygen demand- COD, 6. Ammonical Nitrogen (as N), 7. Total kjeldahl Nitrogen (as N), 8. Oil and grease, 9. Colour and Odour) shall be within the limits as prescribed in relevant BIS code and shall be reusable for horticultural purpose/flushing or recharged to ground water after treatment and chlorination. The treated samples shall be collected by monthly and report to be submitted to CUTN, Thiruvarur along with bill. Rate is inclusive of Cost of repairs to pumps and other electrical and mechanical components and maintenance of all installations if any, cost of watch and ward arrangement made for the above Sewage Treatment Plant etc., cost of testing of treated water, complete including replacement of damaged diffusers if any. Replacement of Media of carbon and sand filters (every 6 month) and FAB Media of approved make like Preflex / MM Aqua / Cool Deck or equivalent (1 Cum for each Plant).</p>					

SL. NO	Description of work	Quantity (No of plant)	Unit	Rate per plant in figures (Rs.)	Rate in words (Rs)	Amount in figures (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G) = (C) X (E)
(i)	100 KLD	01 No.	Month			
(ii)	150 KLD	02 Nos.	Month			
Total lump sum Amount of Rupees per month (Excluding GST)						
GST in %				GST in Rupees.		
Total lump sum Amount of Rupees per month (Including GST)						
Total lump sum Amount of Rupees for 12 months (One year) Including GST and all applicable taxes.						
Rupees (In words).....						
Note: 1) All other requirements, scope of work as mentioned in <i>Section-V</i> of this tender document should be considered before quoting. 2) The quoted rate shall be firm throughout the contract period and extended period also and no cost escalation will be paid on any account. 3) I/We declare that the above quoted prices are firm and shall not be subject to any variation for the entire period of the contract.						

Signature of Bidder/Contractor
with Seal