

भारत सरकार
वित्त मंत्रालय

क्षेत्रीय प्रत्यक्ष कर
प्रशिक्षण संस्थान



GOVERNMENT OF INDIA
MINISTRY OF FINANCE

**DIRECT TAXES REGIONAL
TRAINING INSTITUTE**

No.17, Near HMT Watch Factory, Jalahalli, Bengaluru-560013
Telephone: 080-23452841/23082001/23452565, Fax: 080-23082026, E-Mail: dtrti.bang@gmail.com

F.No.85-F/STP-AMC/2016-17/DTRTI

Date: 03-06-2016

TENDER NOTIFICATION

1. Direct Taxes Regional Training Institute (DTRTI), Bengaluru, invites sealed Commercial Bids **through Limited Tenders** for Operation, running and Maintenance for Sewage Treatment Plant of 30 Cubic Meter Capacity.
2. Period of Service will be 1 year extendable upto 3 years (1 Year + 2 Year).
3. Sealed quotations should be submitted addressed to the Additional Director General (Trg.), No.17, Near HMT Watch Factory, Jalahalli, Bengaluru-560013, by **15-06-2016 by 5.00pm**. The tenders will be **opened on 16-06-2016 at 12.00 pm** before the tender evaluation committee in presence of Additional Director.

4. ELIGIBILITY CRITERIA

The bidders fulfilling all the following criteria shall be considered as qualified for opening of financial bids:

- 1) The tenderers should possess the experience of having successfully completed similar works during the last 3 years. Similar works means "Operation, running and Comprehensive Maintenance for Sewage Treatment Plants and/or Supply and erection of new Sewerage Treatment Plants.
 - 2) The bidders should not have been blacklisted or debarred from bidding or declared as a non-performer by any Govt./Semi Govt./Autonomous body.
- The bidders shall submit an affidavit duly attested by Notary that they have



not been blacklisted or debarred from bidding or declare as a non-performer by any Govt./Semi Govt./Autonomous body.

- 3) The bidders should have the following registrations/documents:
- i. Labour License
 - ii. Service Tax Registration
 - iii. Provident fund Registration.
 - iv. Valid PAN in the same name of the bidder.

5. INSTRUCTIONS TO BIDDERS

- 1) The bidder shall bear all costs associated with the preparation and submission of the bid and the Direct Taxes Regional Training Institute, Bengaluru hereinafter referred to as DTRTI will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
- 2) At any time prior to the deadline for submission of bids, DTRTI may for any reason whether at its own initiative or in response to any request by any prospective bidder amend/modify the bidding documents by issuing Corrigendum, which shall form part of the Tender documents. The amendment shall be advised to all the prospective bidders.
- 3) The bid prepared by the Bidder, as well as all correspondence and documents shall be written in **English** language.
- 4) Prices shall be quoted in Indian rupees only.
- 5) The rate quoted must be inclusive of all taxes.
- 6) A tender received later than the deadline prescribed for submission of tender by DTRTI is liable to be rejected.
- 7) Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DTRTI in this respect shall be final and binding.
- 8) The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be



necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

- 9) While filling up the rates of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding and in case of further doubt, the discretion of the DTRTI will prevail.
- 10) The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents. If the tenderer has any observations or he intends to stipulate some deviations to the tender conditions the same may be indicated in his forwarding letter along with the tender. It may be noted that the cost of deviation(s) shall be added to the quoted cost for the purpose of evaluation of the bid.
- 11) To assist the examination, evaluation and comparison of the tenders, DTRTI may at its discretion ask the tenderers for any clarifications as considered essential any time before or after the opening of tender.
- 12) The DTRTI, Bengaluru does not bind itself to accept the lowest or any tender or to give any reasons for the decision.
- 13) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the DTRTI, Bengaluru will not entertain any claim whatsoever in this respect.
- 14) In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not, yet appointed as the contractor/supplier and if the applicant has already been issued the LOI(letter of Intent) or has entered into the contract, as the case may be, the same shall,



notwithstanding anything to the contrary contained therein be liable to be terminated along with performance Security by a communication in writing by the DTRTI to the applicant without the DTRTI being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy which the DTRTI may have under the bidding Documents, the contract or under applicable Law.

- 15) The DTRTI reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable Law.
- 16) Tenders, bids, which are determined as substantially responsive, shall be evaluated. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- 17) The DTRTI reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level.
- 18) The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the DTRTI in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- 19) The DTRTI shall notify to the successful tenderer in writing by a Registered Letter/Courier/Speed Post/E-mail or per bearer that his tender has been accepted.
- 20) The bidders having experience of having done similar work in a Govt. Organization /Public Sector Industry shall be given preference.
- 21) The price once accepted by the DTRTI shall remain valid for year i.e. it will start from the date of entering into the agreement and will run for 1 year. In the event there is a reduction in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with



effect from the date notifying the said reduction in the Government levy/ excise duty, if applicable.

- 22) The contractor must obtain all the information including risks, contingencies & other circumstances in execution of the work on its own responsibility and its own cost.

6. TERMS AND CONDITIONS

- 1) The contractual obligation includes operation, running and maintenance of the STP. The maintenance of STP means the periodic Cleaning of Bar Screen chamber, pumping out sludge from the settling tank to the drying bed, disposal of the dried sludge by burning or handling over the same for use as manure, periodical check-up and maintaining the oil and grease motor installed in STP to ensure the smooth functioning of motor for shifting the water and sludge to another tank. Apart from this maintenance also includes the servicing of the whole plant like cleaning of all types of tanks, drying bed cleaning etc. and servicing of equipment installed in it.
- 2) The servicing of the plant as well as all the equipment shall be done at least once a year/or else whenever required as per the running condition of the STP, in presence of the personnel of DTRTI, Bengaluru. No separate charges and service charges shall be paid in this regard.
- 3) The contractor shall provide all necessary tools & plants to his work-men.
- 4) Any minor electrical fault (not related to direct supply of electricity) – like switches, low capacity MCB, bulbs/tube lights used for the purpose of STP shall be taken care by the contractor ensuring the power saving.
- 5) All the consumable items/materials such as cotton waste, grease, duster, soap, CTC, gland packing, gasket, etc. is included in the scope of item for operation and maintenance. The same shall be supplied by the contractor at no extra cost to DTRTI. The contractor should keep adequate stock of these for smooth operation of plant/quick repair/replacement works.
- 6) All types of chemical used for the purpose of running/maintenance of Plant shall be supplied by the contractor at no extra cost under information to



Officer in charge. An adequate stock of these must be maintained for smooth running of the Plant.

- 7) All the dismantled materials/equipment shall be returned to the DTRTI.
- 8) The contractor should ensure preventive maintenance & break downs and intimate the Officer-in-charge of the work well in advance for taking procurement action by the DTRTI.
- 9) All local safety, security regulations shall be observed strictly.
- 10) Log books shall be maintained by the contractor as per proforma prescribed.
- 11) The contractor will carry out monthly preventive maintenance/checks as per respective standard trade practice for plant equipment as required. The results of such tests shall be recorded in the proforma as decided by the officer-in-charge and certificate in this regard shall be enclosed every quarter alongwith the bill.
- 12) Water analysis report for treated water from KSPCB approved labs shall be submitted every month and also whenever required/on demand. Any discrepancy shall be informed accordingly.
- 13) The contractor shall arrange to render efficient services as outlined above. In case, the contractor fails to maintain the services to the satisfaction of DTRTI, Bengaluru and the DTRTI has to incur any expenditure to maintain the installations by alternate arrangement/service, the expenditure thus incurred will be recovered from the contractor, for which the decision of the ADG, DTRTI, Bengaluru shall be final.
- 14) The contractor and/or his representative/labour should not remove/disturb/dislocate the existing equipment and its parts from its positions until and unless it is authorised by the ADG, DTRTI, Bengaluru. The entire installations should be intact at any time of inspection and as handed over to him at the time of initial taking over of its maintenance and operation. The same should be taken care of well.
- 15) The installations shall be kept neat & clean all time. He shall employ adequate numbers of qualified/trained workmen to make the plant operational 24X7 and for cleaning the installations. The contractor and the



persons put for operation/maintenance of the equipment/plant shall be fully responsible for obtaining such licenses for taking up the above work as prescribed by the state/local bodies/CPWD both for execution and operating staff. A failure to comply with this clause by the contractor will render him liable for payment of all penalties imposed by the state/local bodies. The contractor shall provide minimum staff required for optimum operationalization of the same.

- 16) In case of any accidents during the operation/maintenance of the equipment leading to injuries/damages to human beings/equipment and/or loss of life, the contractor shall be fully responsible for settling all claims financially & materially and indemnify the department against any claim arising out of such accidents.
- 17) Water and electricity for operation/maintenance of the plant will be arranged by the department at no cost.
- 18) The plant/equipment can be inspected any time by the personnel of DTRTI. Any discrepancy observed during the inspection may lead to the termination of contract.
- 19) In case any major defect found or replacement to be done in the plant or equipment during the operation/maintenance/running/repair, it should be brought to the notice of the Officer-in-charge orally as well as in documentary form immediately and step should be taken to rectify the defects immediately.

7. PAYMENT AND PENALTY SCHEDULE

- 1) The Payment will be made after completion of every quarter period. No advance payment will be made to the Contractor. Quarterly running payment shall be made on the basis of services rendered by the contractor as per the terms and conditions of the contract. The DTRTI shall take all necessary steps to make the contract payment within 30 days of receipt of the bill. In any case, the DTRTI shall not be responsible for delays, if any, for reasons beyond its control. Service bills will be paid once in three months periodically in the department bill form on successful completion of the maintenance on “no work no pay” basis.



- 2) Bill for the services rendered shall be submitted only after the end of the each quarter, during the first fortnight following the each quarter.
- 3) A Security Deposit of 10% of total contract amount shall be furnished by the Contractor in the form of Bank Guarantee or in any form of negotiable instrument which would be valid for at least 6 months from the date of expiry of this AMC as performance guarantee.
- 4) In case the Contractor fails to attend the maintenance work/repairs in time on emergency call or to the satisfaction of Officer-in-charge, DTRTI reserves its right to get the work attended by third party and to recover the expenditure from the contractor.
- 5) **Recovery:** In case complaint intimated is not attended within 24 hours from time of complaint unless it is for reasons beyond the operational control of the contractor, as also agreed to, by the DTRTI, a minimum penalty of Rs. 150/- per day shall be levied which also consequently may led to termination of contract of the vendor. The amount of penalty will be debited to the current bill claimed.




(S. RADHAKRISHNA)

Additional Director General (Trg.)
DTRTI, Bengaluru.

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