

Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

e-Tender Document

for

Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of 400 KLD Capacity to cater the requirement of Adhkuwari Complex at Adhkuwari.

Tender No. CO/SW/STP/115/ 05 of 2024 Dated: 18.09.2024

Last Date for submission of Tender : 04.10.2024

Address: Central Office, Shri Mata Vaishno Devi Shrine Board,

Katra (J&K) - 182301

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OFFICE OF THE CHIEF EXECUTIVE OFFICER SHRI MATA VAISHNO DEVI SHRINE BOARD,

Central Office, Jammu Road, Katra (J&K) – 182301 Fax: +91- 1991-232120 Tel.: +91-1991-232818

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Notice Inviting Tender

e-NIT No. CO/SW/STP/115/ 05 of 2024, Dated: 18.09.2024

E-Tenders on the prescribed format are invited on behalf of Shri Mata Vaishno Devi Shrine Board through its Chief Executive Officer from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) dealing in Comprehensive Operation and Maintenance of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400 KLD Capacity to cater the entire requirement of Adhkuwari Complex for a period of 5 years":

S.	Description of work	Tender Fee	Earnest Money
No		(in Rs.)	Deposit (in Rs.)
1	Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400 KLD Capacity to cater the entire requirement of Adhkuwari Complex and its disposal based on proven eco friendly technology.	1000/-	1.50 lakh i.e 2% of project cost

The e-NIT consisting of Qualifying Information, Eligibility Criteria, Specifications, Bill of Quantities, (B.O.Q), set of Terms & Conditions of Contract and other details can be seen / downloaded from the websites:- http://jktenders.gov.in & www.maavaishnodevi.org as per following:

Publishing Date	18.09.2024 at 03:30 PM
Bid Download Start Date	18.09.2024 at 04:30 PM
Pre Bid Conference & Profile Presentation	26.09.2024 at 01:00 PM
Bid Submission Start Date	28.09.2024 at 01:00 PM onwards
Bid submission End Date (Online)	04.10.2024 at 04:00 PM
Submission of Hard Copy (end) date and time	04.10.2024 upto 05:00 PM
Date of Opening of Technical Bid (Online)	05.10.2024 at 03:00 PM

(CONTRACTOR)
DATED_____

The e-tender should be accompanied with an Earnest Money in the form of CDR / FDR amounting to Rs. **1.50 lakh** from any Nationalized / Scheduled Bank duly pledged to the FA / Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra and Tender Fee of Rs.1,000/- in the official account of Shri Mata Vaishno Devi Shrine Board Branch J&K Bank Katra, Account No. **0235040500001804**, **IFSC – JAKA0KATTRA**. The bidder shall mention UTR No. in the prescribed Technical Bid Form at **Schedule-A**. Complete bidding process will be done online on e-Tender portal www.jktenders.gov.in & www.jktenders.gov.in & www.maavaishnodevi.org. The tenders should be submitted strictly in accordance with the provisions of the detailed e-NIT.

<u>Instruction to Bidders regarding e-Tendering process:</u>

- 1. The interested firm(s) / companies can download the e-NIT / bidding document from the website https://jktenders.gov.in & www.maavaishnodevi.org
- 2. To participate in bidding process, Bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act 2000; to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors.
- 3. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
- 4. The Bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- 5. Bids will be opened online as per time schedule mentioned in the e-NIT.
- 6. Before submission of online bids, Bidder must ensure that scanned copies of all the necessary documents have been attached with bid.
- 7. The Board will not be responsible for delay in online submission of bids whatsoever reasons may be.
- 8. All the required information for bid must be filled and submitted online.
- 9. Bidder(s) should get ready with the scanned copies of documents & EMD as specified in the Tender documents.
- The details of cost of documents, EMD specified in the Tender documents should be the same, as submitted online (scanned copies) and hard copies otherwise bid will not be accepted.
- 11. Bidder(s) are advised to use "My Documents" area in their user ID on https://jktenders.gov.in, e-Tendering portal to store important documents like Balance

sheet, GST Registration Certificate, Tax Clearance Certificate, IT certificate, Manufactures authorization and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.

- 12. Bidder(s) are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved with the same as it contains.
- 13. Bidder(s) are advised to scan their documents at 100 DPI (Dots per Inch) resolution with Black and White, PDF Scan properly.
- 14. The guidelines for submission of online bid can be downloaded from the website https://jktenders.gov.in & www.maavaishnodevi.org.
- 15. The Tenderer(s) should carefully study the document and prepare his Tender with consideration of all provisions of the document. He should fully acquaint himself with site conditions and all other factors which may influence preparation of his Tender.

Sd/-Asstt. Conservator of Forests SMVD Shrine Board, Katra

No:- CO/SW/STP/115/66-69

Dated: 18.09.2024

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OFFICE OF THE CHIEF EXECUTIVE OFFICER SHRI MATA VAISHNO DEVI SHRINE BOARD,

Central Office, Jammu Road, Katra (J&K) – 182301 Fax: +91- 1991-232120 Tel.: +91-1991-232818

E-mail: sanitation@maavaishnodevi.net, acf@maavaishnodevi.net

e-NIT No. CO/SW/STP/115/ 05 of 2024, Dated: 18.09.2024

<u>SUBJECT:</u> e-Tender on the prescribed format duly affixed with Revenue Stamp worth Rupees Six only are invited on behalf of Shri Mata Vaishno Devi Shrine Board through its Chief Executive Officer from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) dealing in Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400 KLD Capacity to cater the entire requirement of Adhkuwari Complex.

1. **REQUIREMENT:**

For and on behalf of the Chairman, SMVDSB, Katra, e-Tenders under Two Bids System are invited from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) having experience of Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400 KLD Capacity to cater the entire requirement of Adhkuwari Complex:

S. No	Description of work
1.	Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400
	KLD Capacity to cater the entire requirement of Adhkuwari Complex

The detailed Tender Document containing details of the items with full description and Terms and Conditions is available at https://jktenders.gov.in & www.maavaishnodevi.org

2. **TENDER SCHEDULE**:

Publishing Date	18.09.2024 at 03:30 PM
Bid Download Start Date	18.09.2024 at 04:30 PM
Pre Bid Conference & Profile Presentation	26.09.2024 at 01:00 PM
Bid Submission Start Date	28.09.2024 at 01:00 PM onwards
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Date of Opening of Technical Bid (Online)	05.10.2024 at 03:00 PM

(CONTRACTOR)
DATED_____

3. TECHNICAL ELIGIBILITY CRITERIA:

The following shall be detailed eligibility conditions for the bidders.

- Bidder must be an approved manufacture of Sewage Treatment Plant duly registered under the Companies Act, 1956 and bidder should be an ISO 9001 certified, BIS recognized.
- II. The Bidder must have an experience in the field of Comprehensive Operation and Maintenance Centralized Sewage Treatment Plant to carried out Satisfactory Annual Maintenance Contract of at least 05 STPs, two of which should have a capacity of 200 KLD or more for the past three years.
- III. The Bidder shall provide qualified and experienced technical staff on site of work in connection with the Comprehensive Operation and Maintenance of the Works and the remedying of any defects therein.
- IV. Bidder must be income tax payee and shall submit attested copies of the Income Tax Returns / Income Tax Assessment Order, copies of audited balance sheets and profit and loss of account be attached for the last three years 2021-22, 2022-2023 & 2023-24.
- V. Average Annual turnover of the bidder should be more than **Rs.30 Lakh** each year continuously for the last three financial years 2021-22, 2022-2023 & 2023-24.
- VI. The bidder must have sound financial background and a positive net-worth of at least **Rs. 15 Lakh** each year continuously for the last three financial years 2021-22, 2022-2023 & 2023-24.
- VII. The bidder must enclose undertaking on the letter head of the firm concern / company that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and no police/vigilance enquiry/criminal case is pending against him or company/agency as the case may be.

4. PROCEDURE FOR SUBMISSION OF TENDER:

Bidders are invited to submit Bids for e-Notice Inviting Tender (e-NIT) for Comprehensive Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of one 400 KLD Capacity to cater the entire requirement of Adhkuwari Complex "Shri Mata Vaishno Devi Shrine" in two parts viz. Technical Bid (Schedule -'A') and Financial Bid (refers to BoQ Online only) as per enclosed proforma along with supporting documents, application fee, EMD etc. The bidders are required to submit their bid under 2 bids system with Cover-I (Technical Bid) and Cover-II (Price Bid).

A. Cover-I (Technical Bid) (This cover shall contain): -

- (i) **Schedule-'A'** form duly filled in along with relevant documentary proofs.
- (ii) Scanned copies of EMD in shape of CDR / FDR pledged to FA / Chief Accounts Officer, SMVDSB.
- (iii) Tender Fee of Rs.1,000/- shall be deposited in the official account of the Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. 0235040500001804, IFSC JAKA0KATTRA (in IFSC Code

JAKOKATTRA – 0 stands Zero). The bidder shall mention UTR No. in the prescribed Technical Bid Form at **Schedule-'A'**

(iv) Tender Document containing Instructions, <u>Terms and Conditions duly</u> <u>signed</u> on each leaf by the Tenderer, along with documentary proof wherever required.

B. Cover II (Price Bids):

- (i) Price bid shall contain price quoted for each work separately as per BOQ & has to be submitted **online** in the form of BOQ only.
- (ii) The price bid should be absolute and unconditional.
- (iii) Conditional bids shall be rejected.
- (iv) The price bid shall be opened in favour of bidders who qualify in the technical bid. Rates are required to be quoted strictly as per prescribed BOQ / item of works.
- (v) Price bids not conforming to above standards or suffering from any flaw shall be rejected

Note: The Bidder shall upload and submit the original instruments in respect of cost of documents. EMD and other relevant documents by and before specified date in the Tender Schedule in the office of the Assistant Conservator of Forest, SMVDSB alongwith Technical Bid. E-tender will not be accepted without hardcopies of the Tender fee receipt and EMD.

5. **PRE-BID CONFERENCE:**

A pre-bid conference will be held on **26.09.2024** at Conference Hall, Spiritual Growth Centre, SMVDSB, Katra. It is advised that after Pre-bid meeting, the bidder shall visit the plant(s) to acquaint themselves with quantum of work and Conceptual understanding / layouts of area. Shrine Board reserves the right to modify the terms & conditions of e-NIT after the pre-bid conference in view of any practical modalities which may emerge during the pre-bid meeting. The site for the work is available and can be seen on any working day during office hours by contacting Administrative officers.

6. **Earnest Money Deposit**:

- (i) The Bidders should submit an EMD of Rs.1.5 Lakh (Rupees One Lakh Fifty Thousand Only) in the form of CDR/FDR pledged to the FA/ Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra. There shall be no relaxation/ concession to any Unit/Agency whatsoever in regard to the amount of EMD to be paid.
- (ii) EMD should be included along with the Technical Bid in the cover containing Technical Bid as the Technical Bid will be opened first. The Bidders should NOT include EMD in the cover containing Financial Bid. If the EMD is not found in the cover containing Technical Bid, the tender will be rejected.
- (iii) Tenders received without enclosed EMD in the cover containing Technical Bids will be summarily rejected. EMDs other than in the form of CDR / FDR will not be accepted and the tenders with EMD in the form of other than CDR / FDR Draft will be summarily rejected. The EMD amount will not bear any interest. The Shrine Board will not entertain any request for adjusting the

EMD from the tender due / running bills or from the EMD / Security Deposit of / for any other Bidders. In case of withdrawal of tender by the Bidders within the Validity period of the offer or before finalization of the order, the EMD amount paid will be forfeited.

- (iv) The earnest money of the Bidders shall be forfeited if they withdraw their tender or raise the price of their offer within the validity period. The earnest money shall also be forfeited in case of the Bidders who do not comply with the purchase order placed on them within the validity period of the offer or violate any terms and conditions contained herein, for this purpose purchase order shall be deemed to have been placed from the date of letter of intent.
- (v) Earnest money deposited shall be released in favour of the unsuccessful Bidders(s) within one month after finalization of the order.

7. **Security Deposit:**

- (i) The successful Bidders(s) shall furnish security deposit equivalent to 10% (ten percent) of the value of the contract in the form of Bank Guarantee from Nationalized/ Scheduled Bank pledged to the Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra valid upto the end of Maintenance Contract period of five (05) years. Such security deposit shall be furnished within one month from the date of receipt of supplies. Failure to do so within the stipulated period will make the contract liable for cancellation together with forfeiture of the E.M.D at the discretion of Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board. The EMD of the successful Bidders will be release after the deposit of Bank Guarantee in full.
- (ii) The security deposit will be released within one month from the date of completion of agreed contract and no interest will be paid thereon.

8. <u>Scope of Work of the Successful Bidder for Comprehensive Annual Operation & Maintenance:</u>

- I. The Successful Bidder shall be responsible for 24x7 Operation and Maintenance of Sewage Treatment Plants, which includes regular checking of parameters required for smooth operations of the plants, Filtration Plant, Pump Set and Electric Driven Pump Set etc including entire electromechanical parts as per JKPCB norms.
- II. The Successful bidder shall be responsible for repairs of all the tanks whether MS or concrete.
- III. For operationalisation and maintenance of Plants, the Successful Bidder shall deploy one qualified Supervisor and adequate technical operators for the smooth functioning of the Plants by 24x7, as per the following qualifications / experiences:
 - a) <u>Supervisor (Skilled):</u> An individual having environmental engineering or science (Graduate or Post Graduate) Background with experience of at least three years in handling STP operational and maintenance work. Certificate of experience in similar plants of minimum capacity of 10 KLD essential. (Proof is to be attached)

- b) Operator (semi-skilled): An individual having High School Pass with sciences and be physically fit and mentally alert who work in shifts in operating and maintaining screens, grit removal devices, pumps, aerators, valves, etc and having Minimum 2 year experience in handling STP operational and maintenance work. (Proof is to be attached)
- IV. The Successful Bidder shall maintain necessary log books on daily basis, records of internal and external testing, submit periodic reports etc.
- V. All consumables, chemicals required for Operation and Maintenance of the STPs shall be provided by the Successful Bidder.
- VI. Successful bidder shall ensure regular dosing of chemicals in the system, backwash, rinsing of multi grade filters, activated carbon filter and cleaning of bar screen etc.
- VII. Regular checking of parameters like color, odour, pH value etc and take immediate action for corrective measures, in case of deterioration in any parameter.
- VIII. Undertake regular preventive maintenance of all mechanical equipments, pumps valves etc. and take corrective action whenever required for smooth operations.
- IX. Successful Bidder should be fully equipped with tool sets and testing equipments required for day-to-day operation and maintenance of the plant.
- X. Successful Bidder shall record hourly data of the operations, maintaining all sorts of records as per requirements viz. sheets of system performance, chemical consumption records, electrical consumption records, daily inlet outlet discharge quantities.
- XI. Successful Bidder shall provide all preventive/routine maintenance and breakdown/corrective maintenance required for ensuring maximum uptime.
- XII. Accommodation to the Supervisor and operators shall be provided by the Shrine Board on payment basis.
- XIII. If the system is found damaged/defective due to non-maintenance, the cost for correcting the breakdown system will be deducted from the payment chargeable under the maintenance contract as per the penalty amount defined in Penalty Clause.
- XIV. Successful Bidder shall submit the **Character Certificate** of each manpower duly verified by the Competent Authority of Police Department.
- XV. Successful Bidder shall submit the **medical fitness certificate** of each manpower duly certified by Medical Department not below the rank of Block Medical Officer.
- XVI. Successful Bidder shall perform Monthly testing of the required parameters of the influent and effluent quality, for BOD, COD, TDS, Oil and Grease and Phosphate (as P) from CPCB / JK Pollution Control Board (JKPCB) or labs approved by CPCB/ JKPCB and submits the same to Engineer-in-charge. Sampling shall be done in accordance with BIS 3025.

9. Calibration of Instruments:

All the measuring instruments and other devices shall be calibrated regularly as mentioned below:

i. The instruments and devices shall be calibrated by the authorized specialized staff of the Bidder.

- ii. All such instruments shall be calibrated once in every twelve months by approved third party specialized agency.
- iii. Immediately after calibration, the results/ reports shall be submitted to Engineer-Incharge.
- iv. First calibration by approved third party specialized agency shall be done after twelve months of commencement of O& M period.

10. **Training:**

The Tenderer shall make provision of imparting training to Shrine Board's staff on operation and maintenance of Centralized Sewage Treatment Plant-400 KLD. Cost of training shall be built up as a part of the quoted cost for maintenance by the Bidder and no separate cost offer on this account shall be accepted.

- a. The successful Bidder shall formulate a training module covering the entire duration of the operation and maintenance period of five years. The proposal of such module with details on courses covered with duration of each session covered shall be submitted within 20 days from the date of issuance of Letter of Award.
- b. Such training module shall commence immediately after the commissioning of the units for a period of 07 days at the beginning and during the regular maintenance period, the training session shall be conducted at an interval 45 days during the first year of operation and maintenance, at an interval 60 days during the 2nd year of operation and maintenance and at an interval of 90 days for the remaining period of operation and maintenance and each session should not be less than two days.
- c. Penalty: In case of failure on the part of the firm to provide training during the stipulated time as per the schedule, a penalty of Rs.5000/- will be levied for the each session missed and the penalty shall be recovered from the amount payable to the supplier under Annual Maintenance Contract.

11. Reporting:

The successful Bidder shall prepare daily and Monthly reports (in approved formats) of pumping / treatment and plant performance and submit to Engineer-Incharge and shall assist Engineer-Incharge in preparing the necessary documents for their purpose and record as per Performa given from time to time. The report shall contain following:

- a) A description of the maintenance work carried out in the reporting period. A report on major failures, if any, their causes and remedial actions taken.
- b) Raw Sewage quantity, quality and effluent quality shall be submitted to Engineer-in-Charge.
- c) Sludge quality and quantity (daily basis) in the reporting period.
- d) O&M staff deployed by the Bidder during the reporting period.
- e) Major repair works carried out, if any
- f) Anything significant or accident happened during period under report.
- g) Apart from the regular maintenance staff, the Bidder shall send a technical expert to inspect/check the Plant on monthly basis who shall

- write his comments in the Log-book which shall be verified by the Engineer-Incharge.
- I. The Successful Bidder shall get the final test reports done from an approved External Testing agency on monthly basis for the influent and effluent quality, suitable to ensure proof that the entire Plant is running satisfactorily.
- II. The incoming/treated sewage water/digested sludge shall be tested for the following parameters on Monthly basis and Shrine Board, may order analysis of additional parameters required to check the efficiency and efficacy of the plant on the cost of the Bidder.
 - V. To avoid corrosion / rusting of the equipments / parts of the Sewage Treatment Plants, the successful bidder shall be responsible to apply grease, oiling, painting etc. as and when required.
 - A. Physical and chemical parameter for Influent/Effluent: The treated waste water should comply with the standards given in consent order by CPCB / JKPCB IS standards with (not limited to) following parameters:

a. pH Value: 6.0 to 9.0

b. BOD: 30mg/lc. COD: 250mg/l

d. Total Suspended solids: 100mg/l e. Total nitrogen as N: 10mg/l max f. Total Phosphates as P: 5.0 mg/l max

g. Oil and grease: 10 mg/l

Note: All the above tests shall be performed on a 24 hour composite sampling (2 hourly composite) at least once a month.

B. All Bacteriological (Fecal Coliform) analysis of treated Effluent: (Once in a month)

Date of sample	Influent (MPN/100ml)	Effluent (MPN/100ml)
24 hour composite		

C. Physical chemical analysis of biological sludge: (Once in month)

S.No.	Parameter
1.	Appearance
2.	Odour
3.	Moisture percentage
4.	Organic content (percentage of Total solids)

VI. The Chemicals and reagents required for testing will be arranged by the successful bidder from its own. The Bidder will employ its own staff for testing purpose. However, the Shrine Board will be at liberty to get random sampling and testing done on its own or from any other agency at the cost of the Bidder.

- VII. Successful Bidder has to ensure maximum cleanliness in the operation and maintenance of the plant. At any time, the plant, its equipments and its surroundings have to be kept neat and clean, failing which penalty equivalent to the cost of per day Operation and Maintenance charges shall be imposed and recovered from the dues out of Comprehensive Operation and Maintenance Contract.
- VIII. Under no circumstances Plant should remain under breakdown for more than 03 hours. In the event of breakdown/ shut down the onus of attending to the problem in the shortest possible time will rest on the Bidder failing which Engineer-in-Charge of Shrine Board is empowered to get the breakdown / shut down / any defect rectified from any outside agency at the risk and cost of the Bidder and recommended necessary deductions from their bills.
 - IX. After expiry of operation and comprehensive maintenance contract of five years, the Bidder shall handover the STP along-with residential structure in good running condition to authorized officer of Shrine Board or successor firm whoever is awarded the further O&M Contract.
 - X. Precaution against any fire hazards or other damages to Plant and equipment shall be arranged by the Bidder. The Bidder shall keep the Shrine Board indemnified from any encumbrances /loss on this account. It shall also be the responsibility of the successful bidder to install sufficient number of fire extinguishers in order to avoid any untoward incident.
 - XI. The successful bidder shall conscipicously display the flow chart depicting functioning / working of STP including capacity of STP alongwith storage capacity of treated water.

12. **PERFORMANCE CRITERIA OF THE PLANT:**

It shall be the responsibility of the Successful Bidder to ensure that the quality of the treated effluents conforms to the Norms as reproduced below:

S.	Description	Prescribed limit
No		
1.	Quality of the Treated Effluent	
2.	Bio-Chemical Oxygen Demand (BOD)/L	<10 milligram per litre
3.	Total Suspended Solids (TSS)/L	<20 milligram per litre
4.	Chemical Oxygen Demand (COD)/L	50 milligram per litre
5.	рН	6.5 – 8.5
6.	Fecal Coliform (MPN/100 ml)	<1000 (per 100 millilitre)
7.	Oil & Grease	<5 milligram per litre
8.	Nitrogen as N	<10 milligram per litre
9.	Phosphate as P	<5 milligram per litre

Reference: cpcc.nic.in

13. **Specific Conditions:**

- a) SMVDSB may utilize the treated water for "cisterns of Toilet Blocks and for maintenance of parks & gardens or fire hydrant tanks for buildings fire protection". Therefore the system components have to be provided accordingly to ensure clear, transparent & odourless discharge.
- b) For sludge handling, a proper sludge handling network/centrifuge shall be provided and it is recommended to collect the de-watered compressed sludge into HDPE bags for disposal to the final destination as per the approval of the Pollution Authorities. The **sludge handling** shall be in the scope of successful Bidder.
- c) <u>Disposal of Solid Waste:</u> The disposal of all solid waste including from sludge handling network as generated from the STP during O&M shall be the responsibility of the Bidder. The solid waste shall be disposed off in accordance with the J&K Pollution Control Board Norms to the site identified by the Engineer-In-charge. Loading, unloading, transportation of solid waste shall be in the bidder's scope.
- d) Successful Bidder has to secure necessary certificate from J&K Pollution Control Board confirming that the treated effluent is within the limits prescribed by the CPCB/NGT or any other futuristic environmental regulations.
- e) It shall be the responsibility of the successful bidder for implementation of revised guidelines issued by the NGT / JKPCB / CPCB during the period of Operation and Maintenance. In case of any violation or any penalty imposed on account of non-compliance, shall solely attribute to the successful bidder.

14. **SCOPE OF SHRINE BOARD:**

- a) Electricity and raw sewage shall be provided by the Shrine Board. The Shrine Board shall have power to make any alteration, omissions, additions to or substitutions for the original specifications, drawings, designs and instructions.
- b) Periodic/random testing of the influent/effluent to check the compliance as per CPCB parameters from any of the recognized laboratories/agencies (NABL accredited) if required.

15. **GENERAL TERMS & CONDITIONS:**

- I. That work allotted to the successful bidder shall be for a period of five years commencing from the date of issuance of LoA. The successful bidder shall have to enter into agreement with Shri Mata Vaishno Devi Shrine Board, Katra within a period of 15 days from the issuance of LoA.
- II. The Chief Executive Officer, SMVDSB reserves the right to accept or reject any one or all the tenders without assigning any reason thereof.
- III. The successful bidder shall have to make payment on account of any loss / damage caused to the property of the Shrine Board by his workers intentionally or un-intentionally, failing which the same shall be recovered from his due payment / Security Deposit of bidder.

- IV. That successful bidder shall provide its workforce in decent uniforms viz. shirt / trouser / shoes / suit and with identification badges at its own cost. The successful bidder shall ensure that the staff deployed is properly, cleanly and neatly dressed and they shall be disciplined and polite to the Yatries and the staff of the Shrine Board at all times. The personnel provided by the successful bidder shall be of good character, physically fit, efficient and skillful in their duties. The successful bidder shall furnish medical fitness certificates issued by the competent authority, of the manpower engaged within 60 days from the issuance of Letter of Award and subsequently furnish the same on half yearly basis.
- V. That the successful bidder shall have to deposit EMD in the form of CDR / FDR
 / TDR pledged to Chief Accounts Officer, SMVDSB along-with the tender document.
- VI. The Successful bidder shall deposit an amount equals to the 10% of the offered bid as Security Deposit before signing the agreement in the shape of CDR /FDR / TDR pledged to Chief Accounts Officer, SMVDSB, Katra. The EMD of the Successful bidder shall be returned subsequently within a period of 15 days after submission of Security Deposit.
- VII. The Security Deposit shall be forfeited if the successful bidder prematurely withdraws or if the services are terminated for **being unsatisfactory**.
- VIII. The successful bidder shall be under obligation to credit the salary to its employees into their respective bank accounts only for the preceding month by or before 03rd of every successive month, failing which penalty @1% of the monthly bill shall be imposed. Further, the successful bidder shall submit a certificate every month along with the bills raised certifying compliance of this Clause.
 - IX. The leave arrangement, as and when required, shall have to be made by the successful bidder only and there shall be no additional liability to Shrine Board in this regard. However, in the event of additional manpower required in a particular shift, the same shall be arranged within the total existing manpower. The successful bidder shall refrain from engaging a particular employee for more than one shift in a day.
 - X. The successful bidder shall be exclusively responsible for meeting requirements of Labour Laws, the charges for leave arrangements, expenditure on uniforms, insurance, EPF/PF/CPF etc. Any amount of claim / compensation on this account, as may be payable, shall be the liability to the successful bidder solely and Shrine Board shall in no way be responsible for any act of omission or commission of the successful bidder with regard to the violation of labour laws or any other law for the time being in force.
 - XI. The successful bidder shall fully comply with all applicable laws, rules and regulation relating to EPF/PF/CPF Act, minimum wages Act, Contract Labour Act, Workmen's Compensation Act and such other Acts or Laws, Regulations passed by Central, State and Local Govt. Agency or Authority from time to time.
- XII. The successful bidder shall have to abide by all laws of the land including Minimum Wages Act, Labour Laws, Companies Act, tax deduction liabilities, welfare measure of its workers and all other obligations, and any such acts that are not essentially enumerated and defined herein.
- XIII. That the successful bidder shall solely be liable for any costs, charges or expenses arising out of any claims or legal proceedings in connection with or

- relating to its operation / activities under this agreement. The successful bidder shall be liable to indemnify and keep indemnified the SMVD Shrine Board against any damages, compensation, costs, charges or expenses arising out of any claims or proceedings relating to its operations / activities.
- XIV. That the successful bidder shall continuously maintain adequate protection of all the materials and equipment from damages, destruction or loss and shall also protect the property of the SMVD Shrine Board from any damage.
- XV. That if it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited. Further, such agency shall be debarred for future business with Shrine Board for a period of next five years.
- XVI. That the successful bidder shall ensure that its employees / workforce maintain the sanctity of Shrine and shall not indulge in any activity which is prejudicial to the interest of the Holy Shrine. Staff of the successful bidder shall not indulge in smoking or consumption of liquor/alcohol or consumption of any non- vegetarian food articles. They shall maintain proper decorum and discipline, and ensure proper conduct in speech and dress. They shall also refrain from any other activity which might hurt the sentiments of pilgrims.
- XVII. At the time of execution of agreement, the successful bidder shall submit list of employees to be engaged for the above mentioned works and only those employees will be allowed to perform in the above mentioned works.
- XVIII. The successful bidder shall submit Police verification report of manpower engaged at above mentioned works within 60 days from the date of issuance of Letter of Award. In case of failure to furnish the same within stipulated period, penalty as per Clause 14 (b) (5) shall be imposed and same shall be deducted from the monthly bill of the successful bidder.
- XIX. Each worker must possess and carry Aadhar Card at all times.
- XX. The successful bidder is under obligation to make alternate arrangements immediately, in case its employees go on strike. If such arrangements are not made by the successful bidder, a penalty of **Rs. 10,000/-** per day for first instance, **Rs. 50,000/-** per day for second instance and in case of third instance the contract is liable to be terminated without notice and the security deposit / EMD shall be forfeited. Further, work shall be carried on the risk and responsibility of the successful bidder.
- XXI. Staff must maintain & ensure utmost personal hygiene & etiquette and manners, especially the followings:
 - 1. Staffs to have regular haircuts and nicely combed.
 - 2. Do not smoke before beginning and during the shifts.
 - 3. Nails should be kept short & clean.
 - 4. Hands must be free of stains and skins break. Cut & burns must be covered with the proper dressings and not be left exposed. Wash hands with soaps after using toilet or after eating or handling refuse.
 - 5. Uniform should be cleaned, laundered & ironed. Change uniform regularly. Uniform should not be worn outside the working premises and when not on duty.
 - 6. Shoes must be kept clean and free of stains. No sandals / chappal be allowed.

- 7. All the workers of the successful bidder shall maintain highest standards of 'Etiquette and Manners' while talking / interacting to yatries and Shrine Board's Staff.
- XXII. After verification of antecedents, badges will be issued to them by the successful bidder or his representative. The cost of badges would be borne by the successful bidder.
- XXIII. The successful bidder shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the successful bidder.
- XXIV. No payment shall be made to the successful bidder for any damage caused by any natural calamity, whatsoever during the execution of the work. The successful bidder shall be fully responsible for any damage to the SMVDSB Property; any loss caused shall be recovered from the bills of the successful bidder.
- XXV. Labour huts/stay of workmen will not be allowed at site.
- XXVI. The successful bidder shall have to ensure that information provided to it as part of this contract / agreement shall be kept confidential, secure and protected.
- XXVII. The Shrine Board shall not be bound to accept the lowest or any Tender and reserves to itself the right of accepting / rejecting the whole or a portion of any of the Tender, as it may deem fit, without assigning any reason thereof.
- XXVIII. The successful Bidder shall take necessary accidental insurance cover for the workers under Employee's Compensation Act. Manpower engaged by the successful Bidder should be covered under Employees State Insurance Corporation making statutory contribution under ESIC Act as per Govt. Laws.
- XXIX. The successful Bidder shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, PF/Gratuity Act, Employee's Compensation Act, 1923, Contract labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Employers Liability Act, 1938 and Industrial Disputes Act, 1947 etc as may be applicable, and the rules and regulations made there under from time to time. Failure to do so shall amount to breach of the Contract and the Tendering authority may, at its own discretion, terminate the contract. The successful bidder shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.
 - XXX. Lockable storage space shall be provided to the successful bidder by the Unit Incharge, subject to availability. Non-availability of lockable storage space due to any reasons shall not relieve the successful bidder to adhering their contractual obligations in any way. However, the successful bidder shall be responsible for security and safe custody of machinery/equipments installed at STP.
- XXXI. Dismantled / replaced parts should be handed over to Shrine Board's Engineer-In-charge or to his subordinate staff under proper receipt.
- XXXII. Engineer-in-Charge of SMVDSB has the right to conduct a technical audit of the plant and to perform any analysis or inspection as he / she deems necessary. The successful bidder shall at its cost provide all assistance to the Engineer-Incharge for such inspections.
- XXXIII. The Parties who are filing GST return on quarterly basis are required to file IFF return on monthly basis so that Shrine Board can claim input.

16. **Payment TERMS**:

The O&M payment shall be paid on monthly basis against the bill raised by the Bidder before the Engineer-in-Charge. The Engineer-in-Charge should duly verify the bills and forward the same alongwith performance report to the Incharge, Sanitation Section, Central Office, Katra for release of payment.

17. **CONTRACT Rates**:

The Contract rates and prices shall be deemed to include all manpower cost, comprehensive maintenance cost of the Sewage Treatment Plant, life/health insurance of workers, all taxes and duties and other incidental expenses that may be incurred for proper operation and maintenance of the STP, and shall include for all statutory obligations pertaining to the work.

18. **PENALTY:**

- a) In case of poor performance, a minimum penalty of Rs. 5000/- (Rupees Five Thousand Only) or any amount approved by the Competent Authority shall be imposed which shall be deducted from the monthly bill of the successful bidder and three or more instances of poor performance shall invite risk of termination of the Contract without any notice. In that event Service Provider's Security Deposit shall be liable to be forfeited.
- b) The Shrine Board is at liberty to impose penalty to the successful bidder on following disobediences & the same shall be deducted from the monthly bill: -

S.	Particulars	Amount (in Rs.)
No.		
1.	Non-wearing of uniform by the Staff.	200/- per employee per violation.
2.	Non-wearing of I-Card by the Staff.	200/- per employee per violation.
3.	Smoking of cigarettes or use of any tobacco products or pan chewing / playing of cards or consumption of liquor / alcohol or eating of non-vegetarian food within or around the premises.	1000/- per complaint.
4.	Misbehave with the pilgrims / staff.	1000/- per complaint.
5.	Non-submission of police verification reports after 60 days of LoA.	200/- per person per month
6	Non- submission of medical fitness certificate of engaged manpower after 60 days of LoA.	500/- per person on half yearly basis
7	Poor performance as assessed by Unit Head / Executive Engineer or any other authorized officer of Shrine	Rs. 1000/- per occasion

	Board officials.	
8	Breakdown Delays after complaint lodged by the Unit Head / Engineer-In-Charge.	Upto 7 days: Rs.1,000/- per day From 7-15 days: Rs. 2,000/- per day. Beyond 15 days: Contract shall be liable for termination and forfeiture of Security Deposit.
9	In case of non submission of training schedule / non-providing of training on quarterly basis.	Rs. 5000/- per quarter.

19. The contract shall also be terminated, if the Successful bidder fails to take-up the work or execute the agreement with SMVDSB in the stipulated time or non-compliance as per the terms & conditions of the e-NIT.

20. <u>ALLOTMENT OF THE WORK / CONTRACT, IN CASE OF TERMINATION OF</u> CONTRACT/ WORK ORDER SITUATION ARISES:

- (A) The Earnest Money Deposit shall be forfeited, if the successful Bidder fails:
 - i) To accept Letter of Award
 - ii) To furnish Security Deposit in accordance with Clause No. 15 (vi) of the e-NIT.
 - iii) To take-up the work or execute the agreement with SMVDSB in the stipulated time.
- (B) Termination of Contract during the currency of the contract period due to whatsoever reasons.

In any of the above situations, the SMVDSB may allot the work for the remaining period to L-2 bidder if agreed on the same rates quoted by the L-1 bidder. In case, L-2 bidder do not agreed on the rates quoted by L-1 bidder then L-3 bidder and so on shall be called for negotiations. However, the final decision shall be taken by the Chief Executive Officer, SMVDSB.

21. TERMINATION OF CONTRACT:

That the contract shall be liable to be terminated any time during the period of contract on one month's notice by the Shrine Board or payment of an amount equivalent to one month's sum in lieu of the notice. The contract shall also be liable to be terminated any time during the period of contract on three months' notice by the successful bidder or payment of an amount equivalent to three month's sum in lieu of the notice. The successful bidder shall not sublet the operation to any other agency / person etc. at any time during the period of contract.

22. Shrine Board reserves the right to alter, accept or reject part or all the Tenders without, assigning any reason thereof.

23. **ARBITRATION:**

All disputes and differences between the parties hereto shall be referred to the sole arbitration of the person to be nominated and appointed by the **Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board**, whose decision shall be final and binding upon the parties to this agreement. The provision of The Arbitration and Conciliation Act, 1996 shall apply and seat of the arbitrator shall be at Jammu Courts at Jammu / Katra / Reasi only shall have the jurisdiction to entertain any legal proceeding arising out of this contract.

24. <u>SHRI MATA VAISHNO DEVI SHRINE BOARD'S RIGHTS IN RESPECT OF E-</u>TENDER:

- a) SMVDSB reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the SMVDSB, it is necessary or expedient to do so in yatries / Board's interest. The decision of the SMVDSB shall be final and binding.
- b) SMVDSB reserves the right to suspend and / or cancel the contract with the selected party in part or in whole at any time if in the opinion of the SMVDSB, it is necessary or expedient in the public interest. The decision of the SMVDSB shall be final and binding. Also, SMVDSB shall not be responsible for any damage or loss caused or arising out of aforesaid action.

25. CANCELLATION/ TERMINATION OF CONTRACT IN FULL OR PART

Subject to other provisions contained in this Clause, the undersign may, on the recommendations of Engineer–Incharge, SMVDSB without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the aforesaid situations.

26. Agreement:

The successful Bidders shall be required to execute an agreement on a valid stamped paper for strict compliance of the terms and conditions of the contract, visà-vis the NIT and work order within a period of 15 days after the placement of order. The supplier shall bear the legal expenses, which shall be incurred on the execution of the agreement.

27. Escalation:

No escalation in the cost of Comprehensive Operation & Maintenance for 05 years shall be allowed during the period of this contract.

28. Force Majeure:

If during the currency of contract, there is any out-break of war/ natural calamity or any such reason, which whether financially or otherwise affects the execution of the contract the firm (unless contract is terminated) under provision of this clause shall make his / her best efforts to complete the contract. However after outbreak of such war / natural calamity or any such reason, Shri Mata Vaishno Devi Shrine Board

shall be entitled to terminate the contract at any time by giving notice in writing. Force majeure is hereby defined as a 'clause' which is beyond the control of SMVDSB / firm and which consequently affects the performance of the contract.

29. **Jurisdiction**:

Court of Jammu, Reasi & Katra alone shall have the jurisdiction with respect to the subject matter of this contract.

30. Validity Of Rates:

The rates quoted by the bidders shall be valid for a period of 60 months (Sixty months) from the issuance of rate contract or till new rate contracts are finalized by SMVDSB whichever is later.

Queries may be addressed to:

Asstt. Conservator of Forests, SMVDSB, Katra,

Fax: +91- 1991-232120, 9419153063 Website: www.maavaishnodevi.org,

Email: sanitation@maavaishnodevi.net, acf@maavaishnodevi.net,

Sd/-Asstt. Conservator of Forests SMVD Shrine Board, Katra

No:- CO/SW/STP/115/66-69

Dated: 18.09.2024

Copy to the:

- 1. Chief Executive Officer, SMVDSB, Katra for kind information.
- 2. Addl. Chief Executive Officer, SMVDSB, Katra.
- 3. FA/Chief Accounts Officer, SMVDSB, Katra.
- 4. Dy. Manager (IT) for publication on the official website of the Shrine Board.
- 5. Office / Master file.



Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

SCHEDULE -A

S.No.	Particular / Criterion	
1	Name of the Firm Organization with complete details, including Address (Telephone No./ Contact Mobile No. / Fax No. / E-mail) alongwith brief description of background (The background may be as a separate).	
2	Date of establishment of the Firm. Details of Registration No. of the firm/ company. Location of Head Office, Regional Office and Branch Office.	
3	Please specify whether you are submitting you tender as a proprietor of the firm or as a partner of the firm or Director of the Company.	
4	Name of the Proprietor / Partner / Directors of the tendering firm / Company together with technical qualifications. Organization Charts, Manpower Strength and details of key personnel.	Attached / Not Attached
5	Past experience in the field along with performance certificates (please enclose testimonials / documentary evidence)	Attached / Not Attached
6	Annual turnover in the last three years as per audited balance sheet, a copy whereof to be enclosed along with profit and loss account statements.	Attached / Not Attached
7	 a) PAN (proof to be enclosed) b) ITR statements / Income Tax Assessment Order (for the last 03 years to be enclosed) c) Service Tax Registration No. 	Attached / Not Attached
	Detail of EMD (in form of CDR / FDR only)	Amount:
8		Name of issuing Bank:
		Date of issue
9	Duration of validity of Bid	
10	Does the Bidders owe by himself or by proxy or on behalf of any other person any money / due in connection what so ever to the Shrine Board.	Yes/ No

11	VAT/ Sale Tax Registration Number (attach copy)	
12	Tender Fee`	Shrine Board Receipt No. & date Or DD No dated Bank Payable at
13	Attested copy of valid BIS Certificate attached or not:	
14	Literature / leaflets on products	Attached / not attached
15	Copy of Certificate,	Attached / not attached
16	Authenticate Photostat copies of test certificates from	Attached / not attached
17	Any other documents / information required to be provided as per terms and conditions and requirements of the tender document (indicate item wise)	Attached / not attached

I certify that I am authorized to furnish the information given in the Schedule-A on behalf of the firm I represent and that it is true to the best of my knowledge and belief

Signature of Bid	lder	
Name of the Fir	m & Address	
-		
-		



Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

SCHEDULE-B

Financial Bid

Office of the Chief Executive Officer
Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

Name of the Tender:		
NIT No. with Date:		
Amount of CDR/FDR with number & date:		
To The Chief Executive Officer, Shri Mata Vaishno Devi Shrine Boar Katra	d	
Sir, I	S/o Shri	
R/o		n capacity as Proprietor o
Bio Reactor Technology (MBBR) of 400 KL requirement of Adhkuwari Complex of S amount mentioned below:-	D Capacity complete nri Mata Vaishno De	evi Shrine BOARD for a
requirement of Adhkuwari Complex of S amount mentioned below:- Description	D Capacity complete nri Mata Vaishno De Year wise	
requirement of Adhkuwari Complex of S amount mentioned below:- Description Comprehensive Operation and	D Capacity complete nri Mata Vaishno De Year wise 1st Year	evi Shrine BOARD for a
requirement of Adhkuwari Complex of S amount mentioned below:- Description Comprehensive Operation and Maintenance 400 KLD Sewage Treatment	D Capacity complete nri Mata Vaishno De Year wise 1st Year 2nd Year	evi Shrine BOARD for a
requirement of Adhkuwari Complex of S amount mentioned below:- Description Comprehensive Operation and Maintenance 400 KLD Sewage Treatment Plant based on Moving Bed Bio Reactor	Year wise 1st Year 2nd Year 3rd Year	evi Shrine BOARD for a
requirement of Adhkuwari Complex of S amount mentioned below:- Description Comprehensive Operation and Maintenance 400 KLD Sewage Treatment	Year wise 1st Year 2nd Year 3rd Year	evi Shrine BOARD for a

Tender document for	:	Operation and Maintenance (Five years) of Centralized Sewage Treatment Plant based on Moving Bed Bio Reactor Technology (MBBR) of 400 KLD Capacity complete in all respects to cater the requirement of Adhkuwari Complex of Shri Mata Vaishno Devi Shrine BOARD
e-NIT No.	:	CO/SW/STP/115/05 of 2024
Dated	:	18.09.2024
Cost of Tender Document	:	Rs.1000/-
Receipt No. & Date	:	
Issued to M/s		against Demand Draft for an
		drawn vide No dated
		Authorized Signatory



Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

Annexure "A"

Affidavit to be submitted by the Bidder

Performa of affidavit to be submitted by the Bidder regarding eligibility. I/We undertake and confirm that eligible similar work(s) has /have not been got executed through another Bidder on back to back basis.

Further that, if such a violation comes to the notice of SMVDSB, then I/We shall be debarred for biding in SMVDSB Contracts in future forever. Also, if such a violation comes to the notice of SMVDSB before the date of start of work, the Authorized Officer of SMVDSB shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee.

Signature of Bidder(s)	
Name in Block Letters:	
Name & Address of the Firm:	