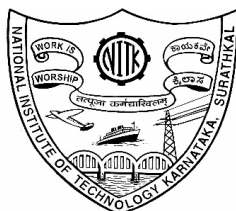


NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

(An Autonomous Institute of the MHRD, Govt. of India)
POST SRINIVASNAGAR, MANGALURU – 575 025
Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039
Website: <http://www.nitk.ac.in>



TENDER DOCUMENT

[Technical bid and Price bid system – e-Procurement mode]

NIT Reference: No. 98/O&M/STP/Tender-07/2026-27/HD dated 11-06-2026

Name of Work/ service :	Daily operation and maintenance of (a) Old 3 numbers of Sewage Treatment Plants (2 no's of 500KLD and 1 no. of 220KLD capacity) and (b) 1 no. of new 40KLD capacity (near type 5 & 6 Apartments), at NITK, Surathkal – Comprehensive maintenance Including cost of spare parts of machineries.
Estimated amount put to tender	₹ 51,46,500 per year (Excluding GST at 18%)
Cost of Tender document	Nil
EMD/ Bid Security amount	₹.1,02,930.00
Start date for downloading Tender Document	12 -06-2026 (09:00 hours)
Pre-bid clarification dates	13-06-2026 (09:00 hrs to 15-06-2026 (17.00 hrs)
Uploading pre-bid clarifications	16-06-2026
Start date for e-Bd submission	17-06-2026 (10:00 hours)
End date for e-Bid submission	27-06-2026 (15:00 hours)
e-Bid Opening date (Technical Bid)	29-06-2026 (15.30 hours)
e-Bid submission: CPPP URL	https://eprocure.gov.in/eprocure/app

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Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039

E- mail: registrar@nitk.ac.in

Website: <http://www.nitk.ac.in>



No. 98/O&M STPs/Tender- 07/2026-27/HD

Date: 11-06-2026

NOTICE INVITING e-TENDERS [On e-Procurement mode]

NAME OF WORK: Daily operation and maintenance of (a) Old 3 numbers of Sewage Treatment Plants (2 no's of 500KLD and 1 no. of 220KLD capacity) and (b) 1 no. of new 40KLD capacity (near type 5 & 6 Apartments) - Comprehensive maintenance Including cost of spare parts of machineries – at NITK, Surathkal.

Estimated amount put to tender : ₹ 51,46,500 [for one year] excluding GST

Earnest Money deposit (EMD) : ₹.1,02,930.00

Cost of Tender document : Nil

1. National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal; hereinafter referred as the "Institute") is an autonomous Educational Institute of the Ministry of Human Recourses Development, Government of India imparting technical and science education. National Institute of Technology Karnataka, Surathkal is one of the "Institutes of National Importance" notified by the Govt. of India under the NITSER Act – 2007 (Act No. 29 of 2007). The Institute is fully funded by the Government of India; and is governed by NITSER Act. NITK, Surathkal is located about 22 KM north of Mangaluru within Mangaluru City Corporation limits.
2. The Institute has four Sewage Treatment Plants (in short, STPs) in its campus – two of 500KLD capacity constructed in the year 2013; one of 220KLD capacity constructed in the year 2010 and one of new 40KLD capacity constructed in the year 2021. The Institute intends to engage a contractor meeting the eligibility criteria as specified in the tender document for **daily operation and comprehensive maintenance of the said four STPs** on contract basis.
3. In this connection, e-tenders are invited from the contractors engaged in the business of operation and maintenance of STPs/ ETPs who have enough experience and capability as specified in the tender document. The contract shall be effective from the date of handing over the systems for daily operation and maintenance as specified in the letter of acceptance and/or work order.

Subject to the fulfillment of terms & conditions of the contract, **the contract period shall be for TWO YEARS subject to satisfactory performance by evaluation of the services by the Institute once in six months.** The contract is also extendable for further one more year subject to satisfactory performance of the contractor and on mutual consent.

4. The e-tenders invited are on techno-commercial basis on e-Procurement mode. **The intending bidders shall submit their bid through the e-Procurement module of the Central Public Procurement Portal-URL: <https://eprocure.gov.in/eprocure/app>.** Any bid, if submitted off-line (Manually) shall not be entertained.

5. Detailed procedure for submission of e-tenders is available in the website <https://eprocure.gov.in/eprocure/app>

6. The calendar of events of e-Tender are as follows:

Start date for downloading Tender document	: 12-06-2026 (09:00 hours)
Pre-bid clarification dates	: 13-06-2026 (09:00 hrs to 15-06-2026 (17.00 hrs)
Uploading pre-bid clarifications	: 16-06-2026
Start date for e-Bid submission	: 17-06-2026 (10:00 hours)
End date for e-Bid submission	: 27-06-2026 (15:00 hours)
e-Bid Opening date (Technical Bid)	: 29-06-2026 (15.30 hours)

7. **Earnest Money Deposit (EMD)/ Bid Security:** The intending bidder must submit a 'Bid Security Declaration' declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period (except NSIC/MSE/Start-ups). The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Bids received without the 'Bid Security Declaration' will be rejected.**

In the case of NSIC/MSE/Start-up bidders **seeking exemption from EMD/ Bid Security**, they shall upload **valid NSIC/MSE/Start-up certificate** (obtained for relevant NIC & Activity). **Exemptions shall be allowed as per the provisions available in the relevant MSE Orders. If they are not seeking exemption from EMD/ Bid Security, they may submit 'Bid Security Declaration' along with EMD amount @ 2% of the estimated cost put to the tender**

a). 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.

b). EMD of the successful contractor shall be refunded when the work is completed and unsuccessful contractor shall be refunded immediately after finalization of the contractor.

c). EMD shall not carry any interest. EMD in any other form will not be accepted. Without submission of Proof for EMD to the Tender Inviting Authority, Technical Bid will be rejected.

d). No tenderer will be allowed to withdraw/alter/modify after submission of tender within the bid validity period otherwise the EMD submitted by the tenderer would stand forfeited.

e). EMD will be liable to be forfeited, if the tenderer selected for the work fails to accept and sign the formal agreement or to start the work on the date stipulated in the work order.

f). EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

Note: Bids submitted without the Earnest Money Deposit (EMD) will be summarily rejected. The EMD payment proof must be uploaded along with the bid.

7.1 The bidders enlisted under NSIC/ MSME/ Startups are requested to note that the present notice inviting tender is **not for the “Supply of Goods”**, but for engaging a contractor under works/ service contract for providing the services of **operation and comprehensive maintenance of STPs**. If bidders enlisted under NSIC/ MSME/ Start-ups (as recognized by the Department of Industrial Policy and Promotion (DIPP)) are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender.

Considering the specific nature of service required, NSIC/ MSME/ Startups bidders are not exempted from the requirement of previous experience [under 10.6 of eligibility criteria].

8. **Security Deposit (SD):** The **successful bidder** shall deposit an interest free security deposit of ₹ **6.00 lakh** (Rupees Six lakh only) before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 30 months] of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.** The EMD submitted along with the tender shall be adjusted to this SD.

9. **Procedure for submission of e-tenders:**

9.1 **Technical bid:** The bidder shall upload all documents that are specified in the Tender Document for evaluation of the technical bid. The bidders are advised to note that not furnishing complete information that are called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of tender.

9.2 **Price bid:** The price bid shall comply to all the requirements and obligations of the bidder under Contract labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code of Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; Payment of Gratuity Act 1972 and latest amendments; Employees’ Provident Fund and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and latest amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and latest amendments; Shops and Commercial Establishments Act as amended up to date; all other acts and rules related to Labour employment - failing which the price bid is liable for rejection. Price bid should be quoted downloading the specified format and then uploaded.

10. **Minimum eligibility criteria for qualifying in Technical bid:**

10.1 The bidder must have valid registration under Shops and Commercial Establishment Act OR a registered contractor of State or Central Public Works Department/ Public Works Organizations of any class OR recognized by State or Central Pollution Control Boards as STP/ETP contractor OR any similar registration evidencing that the agency is a registered contractor. A self-attested copy of registration should be uploaded to e-Procurement portal while submitting e-tenders.

Registration under NSIC/ MSME/ Startup shall not be treated as contractor’s registration.

10.2 The bidder must possess GST registration – Copy of registration should be uploaded.

10.3 The bidder must possess PAN registration with Income Tax department – Copy of PAN card should be uploaded.

- 10.4 The bidder must be registered under Employees Provident Fund (EPF) Act – Copy of registration should be uploaded.
- 10.5 The bidder must be registered under Employees State Insurance (ESI) Act – Copy of registration should be uploaded.
- 10.6 The bidder must have the previous experience of having **successfully completed** similar works as follows:
- (i) Successful completion of at least one single similar work of not less than 500KLD capacity;
OR
 - (ii) Successful completion of at least three single similar works if capacity is less than 500KLD capacity but more than 100 KLD capacity,”

Similar work means operation and maintenance of Sewage Treatment Plants/ Effluent Treatment Plants for at least two years OR construction of STP/ ETP in any Central Government department/ State Government department/ Central or State Government undertakings/ Central or State government autonomous bodies/ Public or Private Sector Units/ Private firms.

Any running contract of operation and maintenance if already completed two years as on the date of submission of e-tender shall also be considered as completed work. Copy of “Work experience certificate” issued by the employer/ client in this regard should be uploaded.

- 10.7 Average Annual financial turnover on similar service of the bidder should not less than **50.00 Lakh During Last three financial years.** (I.e. During 2023-24,2024-25,2025-26). Copy of Audited statement of accounts & balance sheet, Profit and Loss Account of Last 3 Years Certified by the CA should be Uploaded (Related pages only).
- 10.8 The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. Relevant proof in the form of affidavit duly sworn (format as in the tender document) in this respect should be uploaded.
- 10.8 The bidder should not have been blacklisted / debarred for competing in tender by any organization during the past five financial years. Relevant proof in the form of affidavit duly sworn (format as in the tender document) in this respect should be uploaded.

Documentary proof for all the above items (10.1) to (10.8) should be uploaded to e-Procurement portal while submitting e-tender. **Affidavit for (10.7) and (10.8) should be signed and uploaded by the bidder as per the format provided in the tender document.**

11. The Price bid of only those bidders who qualify in the Technical bid shall be opened. The Institute shall evaluate the Technical bid on the basis of documents furnished for eligibility criteria stipulated in the Tender document. If necessitated, the Institute reserves the right of verifying the veracity of such documents. The decision of the Institute in this regard is final and binding on the bidder. No correspondences from the bidder in respect of decision of the Institute on evaluation of the technical bid shall be entertained.

12. If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the provisions/ obligations of the bidders that mentioned in Para 9.2 above, then such price bid will be treated as “Non-responsive” and rejected.
13. The bidder shall inspect the site before quoting his price bid, and get all related information from the Institute. Any further details if required may be obtained from the office during the office hours.
14. The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, cancelling the tender or accepting any tender other than the lowest or rejecting all the tenders.

Dy. Director
NITK, Surathkal

INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server

is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the **tender document** and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Contact persons of the Tender Inviting Authority:

Queries relating to the **tender document** : **B&W Section, NITK.**
Phone 0824 – 2473018.

Queries relating to the **Site visit/ work** : **Superintending Engineer, NITK.**
Phone 0824 – 2473028/ 2473029

Permission for campus entry : **Security Officer – Cell No. 9480691382**

- 2) Any queries relating to **the process of online bid submission** or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any **technical related queries**- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

Documents to be kept ready for uploading after scanning (.pdf)

The bidder shall verify his bid properly before its submission in e-procurement portal and satisfy that all the documents are uploaded. The following documents be kept ready duly scanned (.pdf) for uploading while submission of e-bids.

Sl. No.	Requirement	Document to be scanned and uploaded
Cover – 1: EMD/ Bid Security/GCC related documents:		
1	EMD/ Bid Security	2% of the Estimated Cost & Bid Security Declaration duly signed (Format as in Page No. 42) OR MSE (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption from EMD
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed (Format as in Page No.43)
Cover - 2: Documents required under Eligibility criteria:		
1	The bidder must have valid registration under Shops and Commercial Establishment Act OR a registered contractor of State or Central Public Works Department/ Public Works Organizations of any class OR recognized by State or Central Pollution Control Boards as STP/ETP contractor OR any similar registration evidencing that the agency is a registered contractor. A self-attested copy of registration should be uploaded to e-Procurement portal while submitting e-tenders. <u>Registration under NSIC/ MSME/ Start-up shall not be treated as contractor's registration.</u>	Valid Registration certificate
2	The bidder must possess valid GST registration	Valid GST registration
3	The bidder must possess valid PAN registration with Income Tax department	Valid PAN card
4	The bidder must be registered under Employees Provident Fund (EPF) Act	Valid EPF registration
5	The bidder must be registered under Employees State Insurance (ESI) Act	Valid ESI registration
6	The bidder must have the previous experience of having successfully completed similar work as follows: (i) Successful completion of at least one single similar work of not less than 500KLD capacity; OR (ii) Successful completion of at least three single similar works if capacity is less than 500KLD capacity but more than 100 KLD capacity," <u>Similar work means operation and maintenance of Sewage Treatment Plants/ Effluent Treatment Plants for at least two years OR construction of STP/ ETP</u> in any Central Government department/ State Government department/ Central or State	Work experience certificate issued by the Client.

	Government undertakings/ Central or State government autonomous bodies/ Public or Private Sector Units/ Private firms.	
7	The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years.	Affidavit (as per the format)
8	The bidder should not have been blacklisted / debarred for competing in tender by any organization during the past five financial years.	Affidavit (as per the format)
Cover - 3: Price bid:		
1	Price Bid	BoQ to be downloaded, filled and then to be uploaded.

Note:

1. The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc to avoid uploading documents of bulky file size.
2. The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed need to be uploaded.**
3. Submission of tender in e-Procurement portal is deemed as acceptance of all the terms and conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.
4. **It is the responsibility of the bidder to ensure that only related documents in support of the eligibility criteria are uploaded under the relevant Slots in CPPP portal.**
5. Any representations received on offline mode/ e-mails after opening the tender will not be entertained.

B. Other general documents

1	Legal status - <i>If the bidder is a partnership company.</i>	Copy of partnership deed
2	Legal status - <i>If the bidder is a Private/ Public Limited Company,</i>	Copy of MOA & Registration document of the company.
3	Details of similar works carried out during previous five years	To be typed as per the format given, scanned and uploaded
4	Details of similar works in hand	To be typed be typed as per the format given, scanned and uploaded
5	Bank details of the bidder for making payment through RTGS	To be typed as per the format given, scanned and uploaded

Format for submission of details of the bank account of the bidder:

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

INTEGRITY PACT

To:

..... (Name & address of the agency)

.....

.....

.....

Sir,

Sub: Notice Inviting Tender No. **98/O&M STPs/Tender- 07/2026-27/HD** dated 11-06-2026 for the work of “Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of new 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries” at NITK, Surathkal.

It is hereby declared that NITK, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Dy. Director
NITK, Surathkal.

From:

..... (Name & address of the agency)
.....
.....
.....

To:

Dy. Director,
NITK, Surathkal,
Srinivasnagar Post,
Mangaluru – 575025.

Sir,

Sub: Submission of Tender for the work of “Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of new 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries” at NITK, Surathkal.

I/We acknowledge that NITK, Surathkal 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 document, 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 in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITK, Surathkal. 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, NITK, Surathkal shall have 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,

Date:

(Duly authorized signatory of the Bidder)
Seal and signature of the contractor.

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NITK, Surathkal).

INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at Surathkal on this day of2026

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act - 2007) represented through the Registrar, NITK, Surathkal (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 (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Principal / Owner has floated the e-Tender (**Notice Inviting Tender No. 98/O&M STPs/Tender- 07/2026-27/HD dated 11-06-2026**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity]– Comprehensive maintenance Including cost of spare parts of Machineries**" at NITK, Surathkal.

[Hereinafter 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 witnesses as under:

Article 1: Commitment of the Principal/Owner

- i. 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.
- ii. If the Principal /Owner obtains information on the conduct of any of its employee 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) adheres 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 through the negotiation or award of a contract.
- 2) The Bidders(s)/Contractor(s) commit himself to take 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 Bidders(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 Contractor.
 - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) in to 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 Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidders(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 Bidders(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates 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 Bidders(s)/Contractor(s) will, when presenting his bid, disclose (~~with each tender as per proforma enclosed~~) 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.
- iii. The Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
 - iv. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful 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.**
 - v. The Bidders(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, there 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 Bidders(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidders(s)/Contractor(s), either before awarded 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 Bidders(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/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 Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate 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 Bidders/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 Indian Penal code (IPC)/Prevention of Corruption 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 conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public 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 Bidder/Contractors/Subcontractors

- 1) The Bidders(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more - and for all other bidders, till the Contract has been awarded.

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, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters 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/ 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/Contract 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: Surathkal.

Date:

DEFINITIONS AND INTERPRETATIONS

DEFINITIONS: The following terms shall have the meaning hereby assigned to them unless the context otherwise requires:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

1) INSTITUTE / NITK, Surathkal

Shall mean National Institute of Technology Karnataka, Surathkal, Post Srinivasnagar, Mangaluru – 575 025, represented by its Director or Registrar or their authorized representatives.

The **Director** means the Director of the Institute.

The **Registrar** means the Registrar of the Institute.

The **Engineer- in- charge** of the Institute shall mean the Superintending Engineer of the Institute

2) CONTRACTOR

Shall mean the successful bidder to whom the contract is awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns. The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

3) CONTRACT; CONTRACT AGREEMENT

Shall mean and include the following:

Notice inviting tender; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Institute and the Contractor, together with the documents referred to therein including terms & conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

4) WORK

Of the Contractor shall mean and include all necessary works required to be undertaken for daily operation and regular maintenance of the Sewage Treatment Plants and associated equipment and connected lines; and all tools and plants, consumables required for operation and regular maintenance, as per the terms and conditions of the Contract.

5) CONTRACT PRICE

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the Letter of Acceptance/ Work order.

6) SHIFT

Shall mean the duration of eight continuous working hours.

7) DAY:

Shall mean calendar day. Day means a period of 24 hours beginning at mid-night. A day is normally divided into three shifts of eight hours of duration each.

For the purpose of calculation of minimum wages, a day shall be treated as a shift of 8 hours.

8) MONTH

Shall mean a calendar month.

9) MINIMUM WAGE:

Shall mean the Minimum wage declared or ordered by the Central Government under the Code on Wages (Act No. 29 of 2019) from time to time for employees and/ or workers employed in 'Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground Electric, Wireless, Radio, Television, Telephone, Telegraph and Overseas Communication Cables and similar other underground Cabling Work, Electric Lines, Water Supply Lines and Sewerage Pipe Lines'. The total Minimum wage shall include V. D. A.

VDA:

Shall mean Variable Dearness Allowance declared by the concerned authority of the Central Government under the Code on Wages (Act No. 29 of 2019).

INSTRUCTIONS TO THE BIDDER; AND GENERAL TERMS & CONDITIONS:

1. The tender is for daily operation and regular maintenance (comprehensive, excluding only cost of spare parts of machineries) of three numbers of Sewage Treatment Plants under which the agency shall provide trained personnel and required consumable materials; and see that the STPs are working as per the norms of Pollution Control Board. The contractor shall use his best endeavours to provide satisfactory services as per the requirement of the Institute and to see that the entire STP systems are working strictly as per the norms stipulated by the Central and/ or State Pollution Control Boards.
2. The bidder, upon entrustment of the contract, shall carry out daily operation of the Sewage treatment plants and maintain the system including all machineries, equipment, pipelines etc by deploying experienced employees/ workers and supplying required materials.
3. All statutory benefits to the employees/ workers engaged under this contract shall be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms and related Labour Laws.
4. Verification of Character & Antecedents: The antecedents of employees/ workers deployed shall be got verified by the contractor from Police authority and an undertaking in this regard should be submitted to the Institute along with the list of employees/ workers engaged.
5. The successful bidder shall take group insurance on workers engaged under this contract on signing the contract. The premium may be borne by the beneficiaries.
6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of bid, in addition to other punitive measures.
7. The bidder who submits a tender shall fill up the tender form (Price Bid) stating at what rate he shall provide the employees/ workers & consumable materials for daily operation of STP and its regular maintenance including preventive maintenance.
8. The price quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder, except bonus and leave wages which shall be reimbursed on separately.
9. The bid shall be valid for **90 days** from the date of its submission for acceptance. Withdrawal of a bid after its submission is not permitted. If a bidder withdraws his bid after its submission, then the EMD is liable for forfeiture in full.
10. The tender of any bidder who does not accept the terms and conditions contained in the tender document is liable to be rejected.
11. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions shall be rejected.

12. All Statutory tax deductions at source (TDS) connected with the contract shall be made from the contractor's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits.
13. Income tax shall be deducted at source at the rate in force from time to time from the contractor's bill.
14. The price quoted by the bidder should be **INCLUSIVE of all statutory obligations, but excluding only GST, as applicable. However, Bonus and Leave wages to be paid as per related act shall not be included in the price bid, which will be reimbursed separately after its verification (admissible payment after verification).**
15. The price quoted by the bidder **shall be firm throughout the contract** period and there shall be no upward revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the tenders are opened. **However, any change in the Minimum wages during the currency of contract shall be considered for reimbursement as per the related clauses of the contract as applicable (For manpower portion of Price bid only).**
16. The acceptance of tender shall rest with the Institute. The Institute is not bound to accept the lowest tender and reserves the authority to reject any or all the tenders.
17. The Institute reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the quoted rates.
18. On accepting the tender, the contractor shall intimate the name(s) of his accredited representative who would be supervising the work and would be responsible for taking instructions for carrying out the work.
19. The decision of the Institute with regard to the quality/performance of work shall be final and binding on the contractor.
20. **One bid per bidder:** Each bidder shall submit only one tender either by himself or by representing a firm.
21. **Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
22. The bidders are advised to visit the Institute for inspecting the STPs and acquaint themselves with the operational system. The cost of the visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the Institute, inspected the STPs and is aware of the operational conditions prior to submission of his bid.
23. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
24. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification online.** All such clarifications, together with all details on which the clarification had been sought shall form part of the tender document.

25. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
26. The bidder shall quote his rate in Indian rupees.
27. Conditional bids/ offers shall summarily be rejected.
28. A bidder signing the bid document must specify whether he signs as:
 - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
 - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
 - (iii) Constituted attorney, if for a Company.
29. If an individual makes the tender, it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm, it shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
30. The Institute will declare a bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
31. The price bid of bidders who have not qualified in the technical bid shall not be opened.
32. The contractor will not be entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be.
33. Employees/ workers engaged under the contract shall NOT be put on duty on overtime basis.
34. The E.M.D. shall be forfeited if a bidder withdraws his bid during the bid validity period.
35. EMD of the successful bidder shall be adjusted towards the Security Deposit. Security Deposit shall bear no interest.
36. **SECURITY DEPOSIT:** The **successful bidder** shall deposit an interest free security deposit of ₹ **6.00 lakh** (Rupees Six lakh only) before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 30 months] of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**

37. **Forfeiture SD:** The SD shall be forfeited in case of any breach of terms and conditions of the contract.
38. **RELEASE OF SD:** The SD of the successful bidder shall be returned without any interest on completion of the contract period, after adjusting any dues from him on the recommendations of the Engineer-in-charge of the Institute.
39. The Contractor shall not sub-let the contract or any part thereof or any benefit or interest therein or thereunder.
40. The Institute will not provide residential accommodation to any of the employees/ workers of the contractor. **The contractor shall have to make his own arrangement for the residential accommodation of workers outside the institute campus.**
41. The Institute shall not be under any obligation for providing employment to any of the employees/ workers of the contractor after the expiry of the contract. **The Institute does not recognize any employee- employer relationship with any of the employees/ workers of the contractor.**
42. If any overpayment is detected as a result of post-payment audit, it shall be recovered by the Institute from the contractor out of his bills or Security deposit.
43. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty etc of the contractor in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required by the order of the Law to fulfill the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or security deposits.
44. Subject to the Institute's right to accept any tender/ reject any or all the tenders, the Institute will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered evaluated Tender Price, provided further that the bidder has the capability and resources to carry out similar type contracts effectively. Eligibility shall be based on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidences must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the Institute do not satisfy the above requirements, will not be considered.
45. Determination of successful bidder: The bidder (technically qualified) who quotes lowest price bid shall be the successful bidder subject to its meeting to the statutory requirements.
46. Prior to the expiry of the period of validity of the tender, the Institute will notify the successful bidder in writing by registered/ speed post letter that his tender has been accepted. This letter (hereinafter referred as the Letter of Intent/ acceptance) shall name the sum, which the Institute will pay the contractor in consideration of the execution of the work by the contractor as specified in the contract document (hereinafter called as the contract price). This letter of Intent/ acceptance will form a part of the Contract.

47. On receipt of this letter of Intent/ acceptance, the successful bidder will have to enter into an agreement. If the bidder fails to execute the agreement within the specified time, the earnest money deposit shall be forfeited to the Institute and the tender will be rejected. If any loss to the Institute results as a result of such measures due to the default of the tenderer, the same will be recovered from the bidder by suitable course of action including legal proceedings.

The cost of the non-judicial stamp paper required for the agreement shall be borne by the bidder/ contractor.

48. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works and hence the rate to be quoted accordingly.
49. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor
50. Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids
51. The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

SCOPE OF WORK OF THE CONTRACTOR:

Daily operation and regular maintenance (Comprehensive maintenance Including cost of spare parts of machineries) of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] at NITK, Surathkal:

1. The contractor shall arrange to operate the STPs daily on 24x7 basis in totality and maintain it regularly by engaging required employees/ workers on shift basis and by arranging required consumables and other tools and plants/ materials.

It is the responsibility of the contractor to see that all the STPs are operated and maintained including all machineries, equipment, and pipelines etc strictly as per the norms stipulated by the Central and / or State Pollution Control Boards.

The contractor shall provide trained personnel and required materials. He shall use his best endeavours to provide satisfactory services as per the requirement of the Institute and to see that the entire STP system is working strictly as per the norms stipulated by the Central and/ or State Pollution Control Boards.

All statutory benefits to the workers engaged under this contract should be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms.

2. The normal shift period will be (i) 6:00 hrs to 14:00 hrs; (ii) 14:00 hrs to 22:00hrs and (iii) 22:00 hrs to 6:00 hrs. However, with the prior approval of the Engineer –in- charge, the contractor may opt any other shift timings.

3. **Minimum qualification of manpower to be deployed:**

- (i) **Mechanic/ Operator / Technician - (Semi-Skilled): – ITI (2 years course) in Instrument Mechanic/ Maintenance Mechanic/ Mechanic fitter from recognized Institute with minimum 2 years of experience in maintenance of STPs/ ETPs:**

- (i) **Helper - (unskilled): – Pass in 7th class with minimum two years of experience in maintenance of STPs/ETPs**

4. The Contractor shall submit the names of the employees/ workers engaged for the work and they have to report to the Engineer-In-Charge or his sub-ordinate official nominated by him on day-to-day basis. However, they shall be supervised by the contractor himself for discharging their duties. The contractor shall not charge the employees/ Workers employed frequently. Every employee/ worker employed for the work has to obtain proper Gate Pass from Security Officer of the Institute.

The contractor shall arrange for biometric attendance of his employees/ workers. The cost of biometric instrument shall be borne by the contractor. The printouts of the attendance shall be submitted along with his bill.

5. Daily operation and the maintenance of STP system shall be comprising of various pumps, motors, blowers, pipelines, Dosing tank, Sand filter, Carbon filter, silting tanks, setting tanks, filter unit, etc. together with the electrical panels and connections including operation of all connected pumps (including pumps installed for pumping of treated water), valves, etc., cleaning of all chambers, collection of cake from sludge chamber beds, stacking within the premises. Log book in the Prescribed format to be maintained by the contractor at each STP.
6. Employees/ Workers deployed shall have the knowledge of Kannada & English/ Hindi.
7. The Contractor has to keep all the area and surroundings neat and clean and dump the scrapped materials at the designated scrap yard only.
8. The Contractor shall carryout repairs of pumps and panel boards through Mechanic/ Operator / Technician engaged on the work, for which no additional labour charges will be paid. All costs towards Labour, Spare, parts, materials, transportation, rewinding, and accessories shall be borne by the Contractor. The contractor shall ensure that all equipment is maintained in proper working condition and shall also undertake periodical painting of Pumps, Pipes, Air blowers, and electrical panels at their own cost.
9. Under no circumstances, plants shall remain under breakdown/ shutdown for more than three hours. In the event of breakdown/shutdown, the onus of attending to the problem in the shortest possible time will rest with the Contractor failing which the Institute is empowered to get the defects rectified from any outside agency at the sole risk and cost of the Contractor; and make necessary deductions of the entire expenditure incurred from his bills at one and a half times plus taxes if any as applicable (i. e the actual expenditure x 1.5 times plus taxes if any as applicable).
10. The contractor shall maintain the STPs including all machineries in healthy state all the time. He shall plan and undertake preventive maintenance of STPs at regular intervals and attend routine maintenance activity every day. Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The contractor shall maintain logbook of all machineries, periodical test reports up to date as per norms of KSPCB/CPCB. [The register books required in this connection will also be arranged by the contractor himself.](#)
11. The Contractor shall maintain the STPs so as to get the following results:

S No.	Parameters	Maintenance Standard of Pollution Control Board
1	pH Value	6.5 to 9
2	BOD	Not more than 30mg/l
3	COD	Not more than 50mg/l
4	Total Suspended solids (TSS)	Not more than 20mg/l
5	Total Nitrogen (N-Total)	Not more than 10mg/l
6	NH ₄ -N	Not more than 5mg/l
7	Fecal Coliform (MPN/100ml)	Less than 100

12. The contractor shall arrange to carry out testing of **treated water in NABL accredited Lab every month on the 5th day and furnish the test reports to the Engineer-In-charge before the 20th day of every month**. The samples shall be collected in the presence of Engineer-in-charge. **The Laboratory bill towards testing charges shall be reimbursed by the Institute on production of original bills of the Laboratory. Prior approval from the Engineer in-charge shall be obtained by the contractor for the Laboratory from which the contractor intends to get the tests.**

In addition to the above regular testing, the contractor shall arrange to carry out testing of water samples whenever felt necessary, as instructed to do so by the Engineer- in-charge.

13. It will be the responsibility of Contractor to remove excess sludge from sludge holding tank. In addition, Contractor shall also carryout cleaning of Grease/Sludge holding Tanks periodically, and disposal of grease / sludge.
14. Scope of Electrical Panel, control Maintenance and Pumps, Air Blowers, Rack mechanism unit. The scope of work starts from One manhole prior to STP till the outlet of treated water which includes main Electrical Panel incomer MCCB of each STPs.
15. **Daily Inspection:** Check for abnormal noises, overheating, or burning smells in Main LT panels, motor control Panels.

16. Preventive Maintenance (Monthly /Quarterly):

Cleaning of Panels using Vacuum cleaners or Blower air (dust removal).

Tighting of all power and control cable terminations, busbar bolts, and connections.

Cleaning, dressing, and lubricating contactor contacts to prevent arcing.

Checking functioning of indicator lamps, ammeters, voltmeters and Energy meters.

Testing of Safety interlocks, overload relays, single- phase preventers, and timers.

Insulation Testing: Annual "Meggring "(Insulation resistance Testing) of all electrical panels, feeders, and motor cables.

17. Motor and Drive Maintenance

- ▣ Daily Monitoring: Checking motors for unusual noise, heat, or vibration.
- ▣ Oiling & Greasing: Periodic lubrication of motor bearings as per manufacturer recommendations.
- ▣ Overhauling: Routine checking of V-belt alignments, cleaning motor fans, and checking junction boxes.
- ▣ Repair/Rewinding: Comprehensive contracts include repairing and maintenance of all types of pumps, air blowers, panel boards, gear box, VFD drives, starters, earthing pits, cables and wiring works through deployed staff without any addition labour charges. All costs towards spare parts, labour, materials, transportation, rewinding works and accessories shall be borne by the contractor. The contractor shall ensure all equipment's,

machineries should be maintained in proper working condition and shall also undertake the painting work of pump, pipes, air blowers, panels, repair/replace of panel room lights, fans, wires, switch sockets, street lights at their own cost including all materials and labour.

- ▣ The removing, dismantling and re erection of motors, pumps, blowers, rack mechanism units, transportation charges for repair work are in contractor scope no additional charge will be provided.
- ▣ All repair work for equipment's and machineries within the plant falls under the contractor's scope.

18. Power Infrastructure & Safety.

- ▣ Earthing System: Checking earth pits for continuity and moisture content; measuring earth resistance (annually) including the recondition of earth pits. Also, replacement of the wire/strips connected to panel/motor from earth pit (including material and labour)

19. Breakdown Maintenance & Spares Management

- ▣ 24/7 Breakdown Support: Immediate response to electrical failures to avoid untreated water discharge.
- ▣ Spare Parts Management: Maintaining a stock of critical electrical spares (contactors, fuses, MCBs, timers, relays, panel accessories, starters, contactors, wires, push buttons etc).

The contractor shall check the levels of the tanks and arranging for pumping of the Sewage collected in this tank at times / regularly, so that at no point of time the sewage overflows the tank and cause a health hazard to the occupants of the Institute and surrounding area.

20. Preventive Maintenance of Systems, Motors & Pumps:

- (i) Cleaning and tightening of all screw connections and terminals on controllers.
- (ii) Examining of fuse contacts and terminals for cleanliness and tightness.
- (iii) Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge.
- (iv) Checking for any undue vibration of stuffing boxes.
- (v) Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft.
- (vi) Checking if the voltage fluctuation is within the permissible limit of 420-440 V.
- (vii) Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading.
- (viii) Checking the bearings of the pump periodically and applying grease sufficiently.
- (ix) Checking the gland packing once in two months.
- (x) Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs.
- (xi) Checking the exhaust pump, its auxiliaries and impeller periodically.
- (xii) Checking of MS Bar screen, sewage transfer pumps, Air blowers, MBBR media, clarifier system filter feed pump, sludge transfer pump, filter transfer pump etc periodically so that the entire STP systems work properly.

Any major complaints in the Plant noticed shall be reported to Engineer-in-charge. Contractor shall provide all Tools & Tackles as required for proper operation and maintenance of STPs, Uniforms ,ID cards and safety kits etc. have to be provided to the employees/ workers.

i. All consumable such as oil, grease etc. shall be arranged by the contractor. No extra payment towards consumable items shall be made over and above the quoted rate.

ii. Any damages caused by the Contractor to existing facilities while carrying out the work shall be made good by the contractor.

iii. All dismantled / replaced parts should be handed over to the Institute's Engineer-in-charge.

iv. The contractor and his employees/ workers must strictly take all safety precautions and shall wear safety appliances like hand-gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc.

v. The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees/ workers observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

The contractor shall maintain the premises of the STP clean by sweeping every day and watering the gardens and flower pots at the STP premises including cutting of grass and bushes and trimming of branches within the STP premises **once in a week** using the contractor's own tools and equipment. The time stamped photos taken during cleaning which shall be submitted to this office along with the bill.

vi. In case of any default by the contractor, LD charges/ compensation as specified in Clause 22 shall be levied. This amount shall be paid by the contractor on intimation failing which the same shall be deducted from the bills payable to him. The contractor shall not recover the same from the wages of employees/ workers unless due procedure is adopted and prior approval of the Institute is obtained.

The manholes/collecting chambers (prior to inlet of STPs) should be maintained by the contracting agencies in the view of smooth functioning of all STPs.

Contractor shall be responsible for maintenance of all the accessories and equipment starting from main incomer MCCB of each STP's electrical panel.

vii. **Approximate quantity of consumable required per month for all the 4 numbers of STPs:**

- | | | |
|--------|---------------------------------|---------------------|
| (i) | Grease | - About 2,000 gms; |
| (ii) | Engine oil | - About 8 ltrs; |
| (iii) | Gland Rope | - About 4 meters; |
| (iv) | Foot-valve Rubber washers | - About 4 sets; |
| (v) | Sodium hypo chloride | - About 100 ltrs; |
| (vi) | Spider joint rubber | - About 20 numbers; |
| (vii) | Cotton waste | - About 1.5 kgs; |
| (viii) | Sweeping materials | - About 4 sets; |
| (ix) | Phenols etc for floor cleaning | - About 4 ltrs. |
| (x) | Any other materials as required | |

The quantities shown above are only indicative. The contractor shall make his own assessment before quoting.

The quantity of consumables required per month and its cost shall be calculated by the contractor inclusive of profit margin & overheads of the contractor. The Payment will be made only after the receipt of all the required material duly attested by the Engineer in -charge. A register has to be maintained for consumption. **The cost thus worked out shall be then calculated for per day and quoted accordingly in the Price bid.**

The list of main equipment/ machinery installed in the STP premises are as follows:

Sl. No.	Item	Specification	Make	Quantity			
				500KLD near Qrts	500KLD near Hstl	220KLD near Hstl	40KLD near Type 5 & 6 Apartmts
1	Bar screen	0.5x1.1 mtr	STATCO/SS	1 no.	1 no.	1 no.	1 no.
2	Sewage Transfer pump	25cum/hr @40m head	Kirlosker/CI	2 sets (1w+1s)*	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
3	Sewage Transfer pump	10cum/hr@10m head	Kirlosker/CI	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
4	Air Blowers	400cum/hr@0.5kg/m ²	Kay	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
5	Air Grid	Aeration grille (SS)	-	2 nos.	2 nos.	2 nos.	2 nos.
6	Clarifier system	4 meters dia	STATCO	1 no.	1 no.	1 no.	1 no.
7	Filter Feed pump	12cum/hr@30m head	Kirlosker	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
8	Sludge transfer pump	12.5cum/hr@10m head	Kirlosker	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
9	Dosing tank	1000 ltrs	STATCO	1 no.	1 no.	1 no.	1 no.
10	Sand filter	1.1m dia x 2 m HOS	STATCO	1 no.	1 no.	1 no.	1 no.
11	Carbon Filter	0.9m dia x 2 m HOS	STATCO	1 no.	1 no.	1 no.	1 no.
12	Filter Transfer pump	15cum/hr@30m head	Kirlosker	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)	2 sets (1w+1s)
13	Treated water pump						

* w = currently in operation; s = Standby pump.

GENERAL CONDITIONS AND CLAUSES OF CONTRACT

1. CONTRACTOR IS THE EMPLOYER OF ALL WORKERS ENGAGED BY HIM:

The contractor is the employer of all employees/ workers engaged under this contract. They shall not be treated as employees of the Institute. The Institute does not recognize any employee- employer relationship with any of the workers/ employees of the contractor.

All statutory payments in connection with the employment of the workmen under this contract shall be borne by the Contractor.

The contractor shall take all necessary registrations and pay premiums correctly to labour welfare funds; ESI; EPF etc constituted by the Union Government and Government of Karnataka from time to time.

2. PERIOD OF VALIDITY OF TENDER

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders (except for the Minimum wage). If any bidder withdraws his tender before it or makes any modifications in terms and conditions of the tender, then the Institute has the right to forfeit the Earnest Money Deposit.

3. DISBURSEMENT OF WAGES:

The wages to the employees/ workers engaged under this contract shall be disbursed by means of crediting to bank account of the employee/ worker or through account payee cheques. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the contractor within the time limit that stipulated under Section 17 of The Code on Wages act, even if the payment is not received from the Institute.

4. SUB-LETTING IS NOT PERMITTED:

No part of the contract shall be sublet without the written permission of the "Institute" nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

5. SUB-CONTRACTING:

The Contractor shall not sub-contract any part of the Work/ service without the written consent of the "Institute" and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for all the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

6. DURATION OF CONTRACT:

Subject to the fulfillment of the terms and conditions of contract, the contract period shall be for TWO YEARS from the date as specified in the Letter of Acceptance/ work order. The performance of the

contractor shall be evaluated by the Institute once in every six months. If the performance is not satisfactory in the opinion of the Institute (which is final and binding on the contractor), then the Institute shall terminate the contract giving two months' notice. The contract is also extendable for further one year subject to the fulfillment of contract conditions and on mutual consent.

7. INSURANCE:

The contractor shall take group insurance on employees/ workers engaged under the contract on signing the contract to meet his obligations under Workmen Compensation Act.

8. INDEMNITY BOND:

The Contractor shall indemnify the Institute against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

9. REMOVAL OF WORKMEN/ EMPLOYEE:

The "Institute" shall be at liberty to object to and require and Contractor to remove forthwith from the Work any person employed by the Contractor in or about the operation or maintenance of the Work who in the opinion of the "Institute" misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the "Institute" to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the "Institute".

10. COMMUNICATIONS TO BE IN WRITING:

All references, communications, correspondences made by the "Institute"/ the Institute's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

11. USE OF PREMISES:

The Contractor shall not occupy any land, building belonging to or in the possession of the "Institute" without prior approval of the Institute.

12. LABOUR; LABOUR RULES:

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971, The Code on Wages (Act No. 29 of 2019) and The Rules

notified under The Code on Wages, Workman Compensation Act, Payment of Gratuity Act 1972 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on Work and for bonus, EPF retirement benefits, retrenchment/lay off, compensation etc. The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/ clauses of this contract.

It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the Institute as well as to the Labour department.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

13. SUBMISSION OF DOCUMENTS OF PAYMENT MADE:

The contractor shall submit to the Institute every month along with his bill, a copy of documents evidencing the disbursement of wages along with copy of acknowledgment of wage receipt, acknowledgements of premiums remitted to EPF, ESI, Insurance, and any other document that may be insisted for verifying the veracity of submittals, of previous month for the Institute's record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time.

Failure to comply with this, the agreement is liable for termination without any notice.

14. RESPONSIBILITY OF SAFETY & REPORTING ACCIDENT.

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the "Institute" and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

15. ACCIDENT OR INJURY TO THE EMPLOYEES WORKERS OF THE CONTRACTOR.

The "Institute" shall not be liable for, in respect of any damages to the workers of the contractor or compensation payable in consequence of any accident or injury or death of the employees/ workers engaged by the contractor.

16. PRESERVATION OF PEACE:

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property.

17. TERMINATION OF CONTRACT:

The Contract can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for termination of contract if the contractor violates any of the terms and conditions of the agreement.

Determination of the contract

Subject to other provisions contained in this clause, the Institute may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior service, 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 following cases:

- i) If the contractor having been given by the Institute a notice in writing to rectify, improve the quality of service, quality of work or replace any worker or that the service work is being performed in an inefficient or improper or bad manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence – and in the opinion of the Institute (which shall be final and binding) that the contractor is unable to perform the contract properly and continues to do so after a notice in writing of seven days from the Institute.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute.
- v) If the contractor fails to start the contract within the time that stipulated in the work order.

When the contractor has made himself liable for action under any of the cases aforesaid, the Institute shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the competent authority of the Institute shall be conclusive evidence). Upon such determination or rescission, the Earnest money deposit and Security Deposit shall be forfeited and shall be absolutely at the disposal of the Institute.
- the competent authority is Registrar of the Institute.
- b) To take any legal actions against the contractor.

In the event of above course (s) being adopted by the Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

18. PAYMENT OF BILLS OF THE CONTRACTOR:

The billing will be on monthly basis.

The Contractor shall submit his bill in duplicate on the 1st day of every month, pertaining to the previous month, to the Institute along with the copy of all related documents such as (i) copy of attendance (print out of biometric) of the month concerned duly certified by the Engineer-in charge and wage slip; and other documents as specified under Clause 13. The bill shall be cleared by 5th day of the month as far as possible. However, for any delay in clearing the bill, no interest shall be paid. In case, the 1st day and 5th day of any month happens to be a non-working day, then the next working day will be day in lieu of the non-working day.

All the payment to the contractor towards his bill are the reimbursements by the Institute, except in the case of wages of current month of the billing. The contractor should pay to his workers as per the time stipulated in the Labour Laws without waiting for payment from the Institute.

Payment towards employees/ workers shall be made as per the attendance of actual manpower deployed as certified by the Engineer-in-charge.

19. BONUS AND LEAVE WAGES TO THE EMPLOYEES/ WORKERS:

Bonus:

The contractor shall pay bonus to the employees/ workers engaged under the contract as admissible under the Code on Wages Act and Rules framed thereunder; and as amended from time to time. **The bonus thus paid shall be reimbursed to the contractor on production of documentary proof after getting it verified from the Institute auditors. Any bonus paid, if found to be inadmissible during auditing, shall not be reimbursed.**

Leave and leave wages:

The contractor shall allow his employees/ workers for availing leave that specified in the relevant Labour Rules applicable to his establishment. If any leave with wage is admissible and had to be paid by the contractor, the leave wage **paid shall be reimbursed to the contractor on production of documentary proof (such as leave letter from the workmen, approval of the leave by the contractor, copy of rule under which the leave with wage was approved, and any other related document that insisted by the Institute) after getting it verified from the Institute auditors. Any leave wage paid, if found to be inadmissible, shall not be reimbursed.**

20. WEEKLY DAY OF REST:

The contractor shall allow his employee/ worker for a day of rest every week (the rest day) for every six days of work as admissible under relevant Labour Rules. The rest day shall not be treated as leave day.

21. RECOVERY OF STATUTORY PAYMENT DUE:

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Workmen Compensation Act, The Code on Wages Act 2019; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, Institute is obliged or made to pay or happens to pay any amount or wages to workmen employed by the contractor in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Acts, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the Institute under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Institute to the contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

22. LABOUR LICENCE:

The contractor shall obtain a valid license from the Assistant labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract, whenever applicable.

Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of contract.

23. LIQUIDATED DAMAGES/ COMPENSATION FOR DEFAULT:

In case of any default by the contractor, theft; damage to the Institute property on account of negligence of the contractor in performing the obligations under this contract, non-adherence to the instructions or similar default, then the contractor shall be liable to pay liquidated damages at the rate mentioned below:

Sl. No.	Nature of default	LD charges
1	Non-submission of Test certificates for treated water	₹ 1,000 per incident + taxes as applicable
2	Non-wearing uniforms	₹ 500 per incident/worker + taxes as applicable
3	Non-having safety tools while on work	₹ 500 per incident/worker + taxes as applicable

4	Not keeping the premises clean / non-sweeping	₹ 1,000 per incident/day + taxes as applicable
5	In case of theft of any institute property	₹ 5,000 per incident + taxes as applicable Plus cost of material as decided by the Institute
6	In case of damages to any Institute property	₹ 1,000 per incident + taxes as applicable Plus cost of making good as decided by the Institute
7	Non-adherence of Instructions of the Engineer in charge	₹ 500 per incident + taxes as applicable
8	Non-maintenance of any of the equipment as per the norms	₹ 500 per incident + taxes as applicable

The liquidated damages shall be recovered by the Institute out of the amounts, payable to the Contractor or from the Security deposits, if not paid by the contractor. The liquidated damages so collected are not refundable. The contractor shall not recover the same from the wages of employees/workers unless due procedure is adopted and prior approval of the Institute is obtained.

24. SETTLEMENT OF DISPUTES / ARBITRATION:

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Director of NITK under Arbitration and Conciliation Act, 1996 (26 of 1996). The venue of arbitration shall be at Surathkal/ Mangaluru.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Mangaluru jurisdiction.

25. FORCE MAJEURE

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Institute in writing immediately on such occurrences.

26. INCREASE IN MINIMUM WAGES DURING THE CONTRACT PERIOD:

Applicable only for the employees/ workers directly engaged under the contract:

If the Government by an order increases the Minimum wage and/or the VDA during the currency of contract period and by virtue of this increase, and if the contractor happens to pay extra wages over and above the rate (minimum wage) quoted by him, then the difference of such incremental wage/

VDA and applicable other statutory payments (without considering other establishment charges of the contractor, other overheads or his profit thereon) shall be reimbursed to the contractor on his application along with supporting documents. However, if the rate (minimum wage) already quoted by him takes care the incremental wage, then the contractor has to bear the increased wage and the Institute will not reimburse the same.

27. JURISDICTION OF COURT:

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

Category of manpower:

Unskilled:

Helpers/
Sweepers/
Cleaners

Skilled:

Technician (ITI)/
Operator (ITI)/
Mechanic (ITI)

Surathkal, Mangaluru is in "Classification – B" city under Central Sphere.

[Form of “Bid Security Declaration” - To be submitted in the Letterhead of the Bidder]

“BID SECURITY DECLARATION”

To:

**The Director,
National Institute of Technology Karnataka, Surathkal.
Post Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of EMD/ Bid Security Declaration – Reg.

Ref.: Tenders invited for **“Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity]– Comprehensive maintenance Including cost of spare parts of Machineries” at NITK, Surathkal, vide NIT No. 98/O&M STPs/Tender- 07/2026-27/HD dated 11-06-2026.**

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2026 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:

In the presence of:

Signature of witness :
Signature :
Postal address :

Signature of witness :
Signature :
Postal address :

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

TENDER CONDITIONS ACCEPTANCE LETTER

No.:

Date:

To:

The Director,
National Institute of Technology Karnataka, Surathkal,
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: **98/O&M STPs/Tender- 07/2026-27/HD dated 11-06-2026.**

Name of Tender/ Work: **Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries” at NITK, Surathkal.**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 61 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I / we hereby declare that I / we will sign the entire tender document while signing the contract in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.
7. I / we hereby certify that I am/ we are authorized to sign this declaration. The original of this letter shall be submitted to the Institute while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

Format of Letter of Transmittal cum undertaking

To:

The Dy. Director
NITK, Surathkal,
Srinivasnagar Post, Mangaluru – 575 025.

Sir,

Sub.: Tender for daily operation and regular maintenance (comprehensive, including cost of spare part of machineries) of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] at NITK, Surathkal.

Having examined and understood the details given in the Notice inviting e-tenders and the tender document for the above work, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in my/ our bid are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the EMD furnished along with my/our tender is liable for forfeiture in case of any default.
6. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our price bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the Institute separately under related Clause of the contract).
7. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act and its amendments; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions such as Code on Wages Act; Workmen Compensation Act, Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments while deriving our price bid. I/ we further declare that I / we abide by the said Acts and Rules.
8. I/ we hereby agree to take group insurance.
9. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required and obtained necessary information about working conditions, risk contingencies etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

ACCEPTANCE

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, National Institute of Technology Karnataka, Surathkal.

The letters referred to below shall form part of this contract agreement: -

- a) Letter of Intent
- b) Work order and all future correspondences
- c) Documents as specified in the tender document.

Dy. Director
For & on behalf of NITK, Surathkal

Dated.....

Format for furnishing details of establishment for which the bidder has provided similar works during the previous five financial years - To be submitted year-wise in a separate sheet typed neatly, scanned and uploaded.

During the year 2020-21 to 2025-26

Sl. No.	Name of the Department	Contact person, designation and phone number	During the year & Duration of contract	Capacity of STP/ETP

Format for furnishing details of similar contracts in hand - To be submitted in a separate sheet typed neatly, scanned and uploaded.

Sl. No.	Name of the Department	Contact person, designation and phone number	Contract period up to	Capacity of STP/ETP

FORMAT OF AFFIDAVIT

[For SI. No. 10.7 and 10.8 of Eligibility Criteria]

[On a stamp paper of ₹ 500 duly sworn before the Public Notary/ Oath Commissioner]

NAME OF WORK: Daily operation and regular maintenance of 4 numbers of sewage treatment plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – comprehensive maintenance Including cost of spare parts of machineries – at NITK, Surathkal (NIT No. 98/O&M STPs/Tender-07/2026-27/HD).

Affidavit of Mr./Ms. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as -----(designation) for ----- (name and address of the bidding agency).

I, the above-named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ---- day of ----- 2026, at -----.

FORMAT OF INDEMNITY BOND

To be furnished only by the Successful bidder upon intimation

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the work: Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity]– Comprehensive maintenance Including cost of spare parts of Machineries at NITK, Surathkal.

KNOW all men by these presents that M/s ----- (name and address of the agency) do hereby execute Indemnity bond in favour of National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless NITK, Surathkal, Mangaluru – 575 025 from:

1. Any third party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for Operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] at NITK, Surathkal;
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my workers/employees;
3. Any claims by workers of mine/ ours under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any worker/ employee;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witness:

- 1.
- 2.

FORMAT OF LETTER OF ACCEPTANCE

No.-----

Date:

To:

(Name address of the agency)

Sir,

Sub.: Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries at NITK, Surathkal – Letter of Acceptance – Reg.

Ref.: 1. Notice inviting tender ----- dated -----
2. Your tender dated -----

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. ----- dated ----- and the tender document submitted in e-procurement portal, your tender under reference (2) above for the above mentioned work is accepted as follows:

Details of accepted price bid

You are requested to submit a Security deposit of ₹ 6.00 lakh (Rupees Six lakh only) by means of RTGS/ crossed Demand Draft/ FDR/ Bank guarantee bond (in the format enclosed, validity of BG bond should not be less than 30 months) of any scheduled bank drawn in favour of the Director, NITK, Surathkal, payable at Surathkal/ Mangalore within three days from the date of issue of this letter..

You are also requested to attend this office within three days from the date of issue of this letter along with a non-judicial stamp paper of ₹ 500 for executing an agreement.

Subject to the fulfillment of the terms and conditions of the tender/ contract documents, the contract shall be for two years starting from ----- . Hence you are requested to take all needful action to commence the work from -----, 2026.

Yours sincerely,

Dy. Director
NITK, Surathkal.

Copy to:

FORMAT OF AGREEMENT

AGREEMENT FOR DAILY OPERATION AND REGULAR MAINTENANCE OF 4 NUMBERS OF SEWAGE TREATMENT PLANTS [2 OF 500KLD, 1 OF 220KLD CAPACITY AND 1 OF 40KLD CAPACITY] – COMPREHENSIVE MAINTENANCE INCLUDING COST OF SPARE PARTS OF MACHINERIES AT NITK, SURATHKAL

THIS AGREEMENT is made on the ----day----- by and between National Institute of Technology Karnataka, Surathkal, an autonomous educational Institute of the MHRD, Government of India imparting technical and science education, represented by its Registrar, hereinafter called the “Institute” of the ONE PART (The expression “Institute” shall include his successors, assigns or transferees)

And

(Name and address of the agency) represented by -----, hereinafter called the contractor/ service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called e-tenders for **Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries** vide Notice Inviting Tender No. ----- dated -----.

WHEREAS among several other bidders, M/s ----- have also submitted their bid in response to the said notification. Among several other bidders who have offered their bid, the Institute found the bid offered by -----(Name of the agency) is acceptable and hence offered to grant the contract of **Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries** to them vide Letter of Acceptance No.----- dated-----.

Whereas M/s ----- (Name of the agency) have accepted the award of work. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
 - (i) Notice inviting e-Tenders No. ----- dated -----.

- (ii) Tender document containing --- pages.
- (iii) Documents submitted (uploaded) by the contractor along with his tender (containing – pages)
- (iv) Letter of acceptance No. -----
- (v) Work order
- (vi) All future correspondences between the parties

3. In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and execute the work of **daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance Including cost of spare parts of Machineries** with effect from ----- as per the provisions of the contract.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing workers engaged under this contract.
5. That the Contractor hereby agrees to all adhere to all related statutory requirements in payment of taxes to the concerned authority.
6. The Institute hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Contractor

Institute

Witness:

FORMAT OF WORK ORDER

No.-----

Date:

To:

(Name and address of the agency)

Sir,

Sub.: Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants [2 of 500KLD, 1 of 220KLD capacity and 1 of 40KLD capacity] – Comprehensive maintenance including cost of spare parts of Machineries at NITK, Surathkal – Work order – Reg.

Ref.: 1. This office letter of Acceptance No. ----- dated -----.
2. Agreement dated -----

The agreement dated ----- for the above work is accepted. A copy of the agreement is enclosed. You are requested to contact the Superintending Engineer of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for two years starting from -----, 2026.

The payment payable under this contract is as follows:

Details of accepted price bid

You are requested to obtain Labour Licence from the Labour Commissioner (C) as per Contract Labour (Regulation and abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. 5 required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed).

Yours sincerely,

Encl: As above

Dy. Director
NITK, Surathkal

Copy with copy of agreement to:

Proforma for evaluation of performance of the contractor by the Institute Engineer-in-charge

Performance for the month of -----

Sl. No.	Activity	Performance of the contractor				Remarks in brief
		Very good	Good	Average	Poor	
1	Keeping the STP premises clean					
2	Timely deploying the manpower in every shift and their availability during entire shift period					
3	Attending to the repairs within the timeframe stipulated					
4	Advance planning of preventive maintenance					
5	Carrying out of Preventive maintenance works					
6	Maintaining the test results of STP treated water as per Pollution Control Board norms					
7	Maintaining sufficient stock of consumables in Store and arranging it to work					
8	Arranging Tools required for the operation and maintenance					
9	Adopting Safety measures (of Men and material)					
10	Discipline of the contractor's workmen and their approach with the Institute Officials					

Please ✓ at the appropriate cell

Junior Engineer/ Assistant Engineer :

Engineer-in-charge / Superintending Engineer.

Note:

Very good - 10 points

Good - 08 points

Satisfactory - 06 points

Poor - 04 points

Obtaining average 6 points in every month is necessary for treating the performance as satisfactory for continuation of the contract

$$\text{Average points} = \frac{\text{Total points obtained}}{10}$$

Annexure: 1

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. THIS DEED OF GUARANTEE made this Date of PBG commencement By Name of Bank in f a v o r of M/s. National Institute of Technology Karnataka, Surathkal, having its registered office at National Institute of Technology Karnataka, Surathkal

2. WHEREAS Ms. National Institute of Technology (hereinafter called the "COMPANY ") have placed work order(s) which are pending as on date and also proposes to place further work order(s) (hereinafter called the "CONTRACT" up to Date of PBG commencement for Work order no **Daily operation and Regular Comprehensive maintenance of 4 numbers of Sewage Treatment Plants (2 no's of 500KLD and 1 no. of 220KLD capacity) and 1 no. of new 40KLD capacity (near type 5 & 6 Apartments), -- Comprehensive maintenance Including cost of spare parts of machineries. at NITK, Surathkal.** Dated With (Name of the Contractor & Address) (herein after called the "CONTRACTOR") and as per the terms of the contract, the company has issued/proposes to issue raw materials to the contractor to enable them to complete the work.

3. AND WHEREAS one of the conditions for placing such contract(s) is that the Contractor/ Supplier shall provide the Company a Bank Guarantee for ₹ -----/-(**2% of the estimated cost put to the tender**) in lieu of cash and towards the security deposit for the raw materials supplied and to be supplied, in pursuance of the contract(s) already placed but pending as on date and the contract(s) to be placed from time to time up to -----(date) and also for the satisfactory performance and completion of work/supply as per the terms and conditions of the said contract(s).

4. AND WHEREAS the Name of the Contractor approached the Name of the Bank and at their request and in consideration of the arrangement arrived at between the said Contractor Name of the Contractor and the said Bank.

5. We Name of the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be 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 -----/-

6. We Name of the Bank further assure that the Contractor/ Supplier shall be responsible for the safe custody and protection of the raw materials that have been supplied/and to be supplied to NITK under the contract(s) already placed but pending as on date and to be placed up to End date of the against all risks till they are delivered back as finished products to NITK as per the terms and conditions of the Contract or as they may direct and until such time, the Contractor/ Supplier shall hold the raw materials in trust for NITK and shall not alienate the same in any manner whatsoever by way of sale or mortgage or charge or hypothecation etc. in favour of anyone else including the bank herein or any other banks /financial institutions etc. The raw materials shall always remain the property of NITK and the Bank shall indemnify NITK against the loss, damage or deterioration whatsoever in respect of the said raw materials while in the possession of the Contractor/Supplier. The raw materials of NITK shall always be open for inspection by any Officer authorized by NITK. The liability under this Guarantee is a continuing one covering all contracts already placed but pending as on date and to be placed up to and should any loss or damage occur on account of the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or

should any surplus raw materials become due to the Company under the Contract(s) and remains undelivered by the NITK, Surathkal | **Daily operation and Regular Comprehensive maintenance of 4 numbers of Sewage Treatment Plants (2 no's of 500KLD and 1 no. of 220KLD capacity) and 1 no. of new 40KLD capacity (near type 5 & 6 Apartments), -- Comprehensive maintenance Including cost of spare parts of machineries. at NITK, Surathkal.** Seal and signature of the contractor -Page 51 of 61- Dy. Director, For NITK Company, the Bank shall indemnify the Company for the loss /damage for the value of raw materials for ` -----/- (Rupees _____ only) and this is without prejudice to any other remedies which may be other wise available to the Company by deduction from any sum due or any sum which at any time hereinafter become due from the Contractor/ Supplier under this or any other Contract(s).

7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

8. We Name of the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken force of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till End date of PBG Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

9. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the End date of PBG we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is affected after the said date. (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. NIT dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above-mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

10. We Name of the Bank further agree with the company that the Company 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 (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.

11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding

any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Mangalore. NITK, Surathkal | **Daily operation and Regular Comprehensive maintenance of 4 numbers of Sewage Treatment Plants (2 no's of 500KLD and 1 no. of 220KLD capacity) and 1 no. of new 40KLD capacity (near type 5 & 6 Apartments), -- Comprehensive maintenance Including cost of spare parts of machineries. at NITK, Surathkal.**

Seal and signature of the contractor

Dy. Director, For NITK .

14. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

15. We Name of Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof, we Name of Bank have hereunto set out Bank Seal the Date of PBG commencement.

Dated:

(Name of the bank)

Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp ac

Seal and signature of the contractor

Dy. Director, For NITK

PRICE BID FORMAT – Rate to be quoted in e- Procurement portal only

National Institute of Technology Karnataka, Surathkal, Mangaluru - 575025

NIT No. 98/O&M/STP/Tender No. 07/2026-27/HD dated 11-06-2026.

Name of work: Daily operation and regular maintenance of 4 numbers of Sewage Treatment Plants (2 numbers of 500KLD, 1 number of 220KLD capacity and 1 number of 40KLD capacity) - Comprehensive Maintenance excluding cost of spare parts - at NITK, Surathkal

Schedule A - Bill of Quantity

Name of the bidder				[Please enter Name of the Bidder here]							
Part - A: Manpower				Price quoted - Per day - Rate in Rupees							Total amount - Per day - in Rupees
Item No.	Particulars of item	Estimated quantity (per day - for three shifts)	Unit of calculation	Basic wage	VDA	Total wage	EPF share of employer	ESI share of Employer	Bidder's profit and overheads (in terms of amount, not percentage)	Total price	
1	Skilled manpower: Operator/Tech nician/Mech anic with ITI	8.00	Number								
2	Unskilled manpower: Helpers/ Cleaners/ sweepers	7.00	Number								
Part - B: Consumables											
3	Cost of consumables including bidder's profit and overheads (Consumables as listed in Para 26 of Scope of work)	1.00	Lot per day	-----							
4	Cost of Repair of Equipment:(E g: Pumps, Motors, Air Blowers, rack Mechanism motor / gear boxes, Electrical Panel & accessories, cables etc.)	1.00	Lot per day	-----							
Total per day (Part A + Part B)											
GST is extra as applicable											
Price to be quoted for all items. If price is not quoted for any of the item, such bid shall be rejected treating as non-											

responsive.		
If the price quoted in respect of Basic wage and/ or VDA of manpower is less than the current minimum wage, such bids shall be rejected.		
Contractors overhead and profit in respect of manpower shall be in terms of rupees, and not in percentage		

Draft 'Tender Document', prepared for 'Operation and Maintenance of STP's put up for further orders.

Senior Technician
05-06-2026

Asst. Registrar (B&W) →

Dy. Registrar (F) →

Registrar i/c →

PIC (Electrical) →

PIC of (WW) →

Dean (P&D) →

Director