

	<p style="text-align: center;">TIDEL PARK COIMBATORE LTD. (A JV of TIDCO, ELCOT, TIDEL & STPI)</p>
<p style="text-align: center;">INFORMATION TECHNOLOGY PARK BUILDING COMPLEX AT ELCOSEZ, VILLANKURICHI COIMBATORE – 641 014</p>	
<p style="text-align: center;">VOLUME – I Technical Bid (Technical Bid - Conditions of Contract, Special Conditions, Scope of Work & Pre-Qualification)</p>	
<p style="text-align: center;">Tender for Operation and Non-Comprehensive Maintenance of Sewage Treatment Plant at TIDEL Park Coimbatore Ltd.</p>	
<p style="text-align: center;">Tender No: CIV-13012(11)/1/2024</p>	
<p>TO BE SUBMITTED TO:</p> <p style="text-align: center;">THE CHIEF OPERATING OFFICER TIDEL Park Coimbatore Ltd. ELCOSEZ, Villankurchi, Aerodrome Post, Coimbatore - 641 014 CIN.NO: U45209TZ2007PLC029653 Phone: 0422-2513604, Fax: 0422-2513609 E.mail : info@tidelcbe.com / coo@tidelcbe.com Website: www.tidelcbe.com</p>	
<p style="text-align: center;">Date of issue: 19/02/2024</p> <p style="text-align: center;">Date for Submission: 4/03/2024 before 3.00 p.m.</p>	
<p style="text-align: center;">February 2024</p>	

**TIDEL PARK COIMBATORE LTD.
ELCOSEZ, AERODROME POST, COIMBATORE – 641 014**

Tender No: CIV-13012(11)/1/2024

Volume – I

**TENDER FOR OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT
(CONDITIONS OF CONTRACT, SPECIAL CONDITIONS, SCOPE OF WORK AND PRE-QUALIFICATION
CRITERIA)**

INDEX

S.No	Particulars	Page No.
1.	Tender Notice	3
2.	Summary of general instructions & notice inviting tender	4
3.	General Instructions	6
4.	Conditions of contract	13
5.	Special Conditions	34
6.	Scope of Work	38
7.	Pre-Qualification criteria	42
8.	Articles of Agreement	47
9.	Form of Performance Guarantee	51
10.	Hand Book on health & safety at work	53
11.	Insurance	60

1. TENDER NOTICE

	<p align="center"> TIDEL PARK COIMBATORE LTD. (TPCL) (A JV of TIDCO, ELCOT, TIDEL & STPI) CIN.NO: U45209TZ2007PLC029653 GST No. 33AACCT8245M2ZZ ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 Ph:0422-2513609, Fax:0422-2513609, Web:www.tidelcbe.com E-mail: info@tidelcbe.com, coo@tidelcbe.com </p>
<p align="center"> Tender No: CIV-13012(11)/1/2024 </p> <p align="center"> “Tender For Operation and Maintenance of Sewage Treatment Plant at TIDEL Park Coimbatore Ltd.” </p> <p> TPCL invites tender for Operation & Maintenance of Sewage Treatment Plant (400 KLD Capacity). Please visit our website for Tender Document, terms and conditions, scope of work etc. The sealed Tender should reach TPCL before 3.00 p.m on 04-03-2024. TPCL reserves the right to accept / reject any one / all tenders without assigning any reason thereof. </p> <p align="right"> CHIEF OPERATING OFFICER </p>	

2. SUMMARY OF GENERAL INSTRUCTIONS & NOTICE INVITING TENDER

1	Tender Document	Begins on 19-02-2024 & will close on 03-03-2024 (Issue / Sale during working hours on all working days except on Saturday/Sunday and Holiday).
3	Document Cost	Nil
5	Earnest Money Deposit	Rs.17,200/- (Rupees Seventeen Thousand and Two Hundred only)
6	Place of sale /issue of Tender document and submission of bids	TIDEL Park Coimbatore Ltd., ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014, TAMIL NADU during office hours. Tender document can also be downloaded from web site : www.tidelcbe.com . Subsequent amendments / addendum, if any will be published in the website. Bidders may visit the website regularly for updates.
7	Date, Time & Venue of Pre-bid Meeting	26.02.2024 / 3.00 PM at TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014. Clarifications can also be sought through email id: info@tidelcbe.com / coo@tidelcbe.com on or before 3.00 PM.
8	Last date for bid submission	04.03.2024/ 3.00 P.M
9	Date & time of opening of technical bid	04.03.2024./ 4.00 P.M
10	Venue of opening of Technical and Financial Bid	a) TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014
11	Tender Validity	90 days from the date of opening of price bid
12	Date of commencement of work	a) 7 Days from receipt of LOA.
13	Period of Contract	O&M Contract for 1 Years (renewable for further one year with escalation upto 5% on the previous year's O & M value, subject to satisfactory performance of the contractor, as decided by TPCL).
14	Performance Guarantee	<ul style="list-style-type: none"> i. An amount equivalent to 5% of annual contract value in the form of Bank guarantee from any nationalized/ scheduled bank valid for the contract period (one year). ii. The date of commencement of O&M is within 7 days receipt of LOA from TPCL. iii. The Bank Guarantee shall be valid upto One year with additional irrevocable period of six months from the date of completion of the job and due fulfillment of the contract. If the contract is renewed, the contractor should renew the Bank Guarantee for every renewed contract period with

		additional irrevocable period of six months.
15	Signing of Agreement	<ul style="list-style-type: none">i) 7 days of receipt of Letter of Acceptanceii) The successful bidder should furnish performance security equivalent to 5% of contract value of Rehabilitation works & O&M works for First year and sign the agreement with TPCL.

1. ABOUT TIDEL PARK COIMBATORE

TIDEL Park Coimbatore Ltd.(TPCL), a Joint Venture of Tamil Nadu Industrial Development Corporation (TIDCO) and Electronics Corporation of Tamil Nadu (ELCOT), TIDEL Park Ltd. and Software Technology Parks of India (STPI) has constructed an IT Park with built up area of 17 Lakh Sq.ft., located at ELCOSEZ, Aerodrome Post, Coimbatore and provides quality business space for more than 21,000 IT Professionals



2. GENERAL INSTRUCTIONS

Preamble:

Notice was issued by TIDEL Park Coimbatore Ltd., inviting sealed Tenders for the following work:

OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT

1. Sealed Tenders should be addressed to the Chief Operating Officer, TIDEL Park Coimbatore Ltd. ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 superscribing "Tender for Operation and Maintenance of Sewage Treatment Plant for TIDEL Park Coimbatore Ltd". on the top left hand corner of the cover and sent so as to reach not later than **3.00 p.m. on 04-03-2024**. The tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TPCL shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required in the tender documents before the time appointed for tender opening.

The tender is of two bid system, pre-qualification cum technical bid and price bid. The tender document consisting of **Volume – I** pertaining to Pre-qualification cum technical bid containing Pre-Qualification Criteria, Conditions of Contract, Special Conditions, Technical Specifications, Scope of Work etc. and **Volume – II** pertaining to Price Bid containing Schedule of Quantities. All the enclosures, tenderers wish to submit, shall also be in duplicate.

The two volumes shall be submitted in separate envelopes duly sealed and superscribing the name of work and tender volume number. Copies of both the volumes of tender document shall be marked "**Original**" and "**Duplicate**". Should there be any discrepancies in filling / write-up among the two copies of the tender documents, the copy marked "Original" shall be given effect and the other one is subject to amendments as per "Original".

2. No tender will be received after **3.00 p.m. on 04-03-2024** under any circumstances whatsoever.
3.
 - a) Tender forms can be obtained from TPCL's administrative Office, ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 **on any working day from 19-02-2024 to 03-03-2024 between 10.30 Hrs. and 17.00 Hrs.**

The bidders are requested to inform TPCL (in writing and by e-mail) to enable to subscribe the prebid meeting, failing which TPCL will not be responsible for non circulation of minutes.

Tender forms are not transferable. TPCL reserves the right to extend the last date and time due to the need of any clarifications, if any raised by the tenderers after the pre-bid meeting. Extension of submission date if any , will be communicated in advance.

- b) Volume-I of the tenders pertaining to Pre-qualification-cum-Technical Bid will be opened at **4.00 PM on 04-03-2024** at the Office of TIDEL Park Coimbatore Ltd. by the Tender Committee or any other Officer designated for this purpose in the presence of the Owner's representatives and the tenderers or their representatives should they choose to be present. The other Volume pertaining to schedule of quantities (Price Bid) shall be opened separately on a date to be fixed by the Owner and intimated to all the tenderers after preliminary scrutiny of Volume-I of the tender document

and appraisal thereof. If need be, the tenderers may be called for discussions before opening of Volume-II of the tender.

- c) Tenders shall remain open for acceptance by TIDEL Park Coimbatore Ltd. for a period of 90 days from the date of opening of Volume-II (price bid) which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period
 - d) The tenderer must use only the prescribed forms issued by TIDEL Park Coimbatore Ltd. to fill in the rates.
4. TPCL discourages stipulation of additional conditions by the tenderers, as they are expected to accept the various provisions and conditions in the tender documents. Conditional tenders will not be accepted in any form.
 5. Receipt and opening of tender on the last date does not pre qualify the bidders automatically and will be pre qualified only based on the evaluation of the technical details submitted by bidders with reference to pre qualification conditions.
 6. If the tenderer desires to submit a covering letter with his tender, he may do so, but the covering letter shall not contain any reference to the amount of his tender or any financial aspect of tender. The covering letter shall be enclosed within the sealed cover containing Volume – I (Pre-qualification cum technical bid) of the tender. Crossed Demand Draft for Earnest Money Deposit shall also be enclosed in the sealed cover containing Volume-I. All the documents connected with the offer shall be duly signed and seal affixed by the tenderer shall be appended at the time of submission of the tender. The tender shall be submitted to the The chief Operating officer, TIDEL Park Coimbatore Ltd., ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 in a sealed cover with the name of work superscribed, by the due date and time at the address given in Clause 1.
 7. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or despatched sufficiently early so that the tenders are received by TIDEL Park Coimbatore Ltd.,, within the stipulated date and time. The cover shall be addressed to The chief operating officer, TIDEL Park Coimbatore Ltd., ELCOSEZ, Aerodrome Post, Coimbatore - 641 014. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date & time, at the aforesaid office. TPCL shall not accept responsibility for late receipt of tenders sent by post or courier service.
 8. TPCL reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
 9.
 - a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned, TPCL, in its discretion may consider the tender invalid. All the pages of tender including prebid clarification are to be signed and submitted. Missing of pages , if any will lead to rejection of tender at initial stage itself.
 - b) Rates should be quoted both in figures and words in columns specified. In case of discrepancy between the rates quoted in figures and words, the lesser rate quoted either in words or in figures shall prevail. All erasures and alterations made while filling the tender must be attested by initials of the tenderer and seal affixed. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender invalid and it will be the option of TPCL, to accept or reject the tender. Any items left unpriced for will be deemed to be included for elsewhere for

BOQ or the schedule and hence the rate for that item will be taken as Nil. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.

- c) The rate quoted includes all expenses, cost of Manpower, tools & equipments etc., including overheads and profits for the lumpsum prices quoted in the Bill of Quantities. TPCL, as a SEZ Co-Developer situated within ELCOSEZ, is eligible for zero-rated billing in accordance with IGST Rules
- d) Each page of the tender document should be signed by the person or persons with seal of authority submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected.
- e) Any additions/deletions/corrections/omissions/modifications/clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting and the same will also form part of the tender document.
- f) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise TPCL may reject the tender.

10. TPCL does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

11.

- a) Intending tenderers shall pay as earnest money a sum of Rs.17,200/- (Rupees Seventeen Thousand and Two Hundred only) by a crossed demand draft drawn on a Nationalized/Scheduled Bank in favour of TIDEL Park Coimbatore Ltd., payable at Coimbatore. A tender which is not accompanied by such a demand draft will not be considered and deemed to be rejected. The earnest money will be returned to the unsuccessful tenderer without any interest, after finalization of contract with the successful tenderer.

The EMD will be forfeited:

- i) If the bidder withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
 - ii) If he revises any of the terms quoted during the validity period.
 - iii) If he violates any of the conditions of the Tender specification.
 - iv) If, the documents furnished with the offer are found to be bogus or the documents contain false particulars.
 - v) If, the successful tenderer fails to execute the agreed contract / agreement.
 - vi) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TIDEL Park Coimbatore Ltd.
 - vii) Undue delay in submission of performance guarantee
- b) Under no circumstances, earnest money deposit shall be accepted in the form of fixed deposit receipts of Bank or Insurance guarantee or cheque.

c) Rejection of Tender

A) Tender will be summarily rejected if,

- i) Received by telegram / Fax / E-mail / any other mode other than courier / post / submission in person.
- ii) Received with EMD in **any other mode of payment other than Demand Draft**
- iii) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
- iv) Does not meet Bid Qualification Requirement.
- v) Received from a tenderer whose past performance is not satisfactory.
- vi) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- vii) Price is indicated in Technical bid
- viii) Incomplete and evasive offer.
- ix) Not in the prescribed Form & Procedure.
- x) At any time before the acceptance of tender, it comes to the notice of TPCL that the Bidder has been blacklisted or left any contract work incomplete in PSUs, institutions of Government of Tamil Nadu or Government of India or joint ventures and associates of TPCL and its promoters.

B) Tender is **LIABLE** for rejection if,

- i) Received without GSTIN NUMBER
- ii) Not in conformity with commercial terms TPCL.
- iii) With validity period less than that specified in the specification.
- iv) Not containing all required particulars

d) Performance Guarantee:

Successful Tenderer on receipt of LOA should pay to TPCL 5% of the annual contract value as performance security in the form of Bank Guarantee issued by a Nationalized Bank/Scheduled Bank within 7 days from the receipt of LOA in approved format. The Bank Guarantee shall be valid upto the full contract period with additional irrevocable period of six months from the date of completion of the job and due fulfillment of the contract, i.e for a total period of One and Half years. On renewal of contract, the contractor should renew the Bank Guarantee for every renewed contract period with additional irrevocable period of six months.

The said Performance Bond in the form of Bank Guarantee shall indemnify TPCL against loss from defects arising from any cause under this Contract or due to the failure of the Contractor to promptly carry out any matters arising under this Contract. In the event of refusal to carry out work by the successful Contractor on any grounds, security deposit/the bank guarantee shall be invoked without any information.

12. On payment of Performance Security, the Earnest Money Deposit of the successful tenderer, shall be returned (without any interest) by TIDEL Park Coimbatore Ltd., Coimbatore.

13. On receipt of Letter of Award (LOA) from TIDEL Park Coimbatore Ltd., within 7 days, the successful tenderer shall be bound to implement the contract with the Owner and sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance in the form of Letter of Intent by TIDEL Park Coimbatore Ltd., of a tender will constitute a binding contract between TIDEL Park Coimbatore Ltd., and the person/Contractor submitting the tender whether such formal agreement is or not subsequently executed.

14. All compensation or other sums of money payable by the Contractor to the Owner under the terms of this Contract may be adjusted/deducted either from payment of amount due or by call of performance guarantee if the amount due is not sufficient for such adjustment and the contractor fails to make good in cash, the amount within 10 days of intimation to do so by the Owner.
15. The Contractor shall not assign the Contract to any Sub-Contractor. No portion of the Contract shall be given on subcontract except with the written consent of the Owner. In case of breach of these conditions, the Owner may serve a Notice in writing to the Contractor / rescinding the Contract whereupon the Performance Bond shall stand forfeited to the Owner, without prejudice to his other remedies/rights against the Contractor.
16. The Contractor shall carry out all the work strictly in accordance with Documents, details and instructions of the Owner's Representative. If any changes are desired by the Owner, the Contractor shall carry out the same without any extra charge. The Owner's decision in such cases shall be final and binding on the Contractor.
17. A Schedule of Quantities in respect of each Bill of work is covered in Volume – II. The Schedule of Quantities is liable to alterations, omissions, deductions or additions in the scope of work and items of work at the discretion of the Owner. Each tender should contain not only the rates but also the value of each item of work entered in the amount column and all the items should be total in order to show the aggregate value of the entire tender. The value of each item worked out shall be rounded off to a nearest rupee ignoring paise below fifty.
18. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Documents and must inspect the site of the work and acquaint himself with all local and site conditions, means of access to the job, nature of the job, nature of plant and machinery as well as services being installed; and the availability of any infrastructure and all matters appertaining thereto. Ignorance of the site conditions or the nature and details of existing contract or the specifications of any work falling within the ambit of the Contractor shall not be accepted by the Owner as a basis for any claim for compensation.
19. The rates quoted in the tender shall include all charges for completion of job during the Contract period. The rates quoted shall be deemed to be for the finished job of all services as determined at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions and wages, fluctuations in railway freights or any conditions whatsoever.
20. The successful tenderer is bound to carry out any related and connected work necessary for proper performance of the job even though such work(s) is or are not specifically mentioned or included in the item of work. No claim in this respect shall be entertained unless considered beyond the scope of the agreement by the Owner whose decision is binding on the Contractor.
21. The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfillments of the local/public authorities, statutory approvals and to the requirements of Owner and no deviation on any account will be permitted.
22. The quoted price should be net of taxes (as applicable). "TPCL, as a SEZ Co-Developer situated within ELCOSEZ, is eligible for zero-rated billing in accordance with IGST Rules. The total rate quoted for the services will be considered for the purpose of deciding the competitive tender.

23. While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation there for shall be considered for any reason whatsoever.
24. The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep the Owner fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.
25. The successful Tenderer/Contractor shall mobilize all men required for timely performance O&M of STP involving various activities within 7 days from the date of LOA and also sign the agreement in the prescribed format after producing performance bank guarantee.

26. Taxes and Duties:

TPCL, as a SEZ Co-Developer situated within ELCOSEZ, is eligible for zero-rated billing in accordance with IGST Rules Annual Renewal

The contractor should submit renewable request letter by end of 10th month. Based on evaluation of TPCL, if renewable order has not been issued on or before completion of 11th month of contract, it is construed that there will be no renewal of contract and contract will come to an end in that year without any further notice.

27. Final Decision Making Authority

TPCL reserves the right to increase or decrease the scope of work and may split the scope of work (including Manpower, Materials, equipment etc.,) and award the works to one or more agencies and as deemed necessary by TPCL, decision of TPCL is final and binding.

All tenders, documents and other information submitted by the bidders to TPCL shall become the property of TPCL. Bidders shall treat all information furnished as strictly confidential. TPCL will not return any submission.

**4. CONDITIONS OF CONTRACT
(DEFINITIONS AND INTERPRETATION)**

1. Interpretation clause:

In construing these Conditions, the Technical Specifications, Skilled manpower to be deployed and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

- a) "TPCL"/"Employer": shall mean TIDEL Park Coimbatore Ltd., Coimbatore and shall include its assigns and successors.
- b) "TENDERER"/ "CONTRACTOR", in case of a Company, shall mean a company incorporated under act dated with CINand having its registered office at and shall include its successors and permitted assigns.
- c) "TENDERER"/ "CONTRACTOR", in case of a partnership firm, shall mean a firm trading as partners in the name and style of with registration number and having business at and shall include the partners for time being of the said firm and the legal representatives of a deceased partner.

2. Definitions:

The contract document consists of the Articles of Agreement, General Instructions and Notice Inviting Tender, Conditions of the Contract, Special Conditions, Scope of work and Skilled manpower to be deployed, Tender Form & Tender documents including all modifications thereof incorporated in the document before the execution. These form the contract.

The TPCL : TIDEL Park Coimbatore Ltd., Coimbatore
 The Contractor : _____

All those mentioned as such in the Articles of Agreement shall include their legal representatives, assigns or successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.

"The Site" shall mean the site of the contract work / job; any other land allotted by TPCL for the contractor use and any other nearby land that TPCL may include for beneficial use by Occupants of TPCL.

"Occupant" shall mean authorized persons, agencies, companies who have been authorized by TPCL to occupy any part of the building either under outright sale or through a Lease Deed or authorized sub-lease for a specific period.

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

The term "Work" of the Contractor includes labour.

All time limits stated in the contract document are the essence of the contract.

The law of the place of work shall govern the job under this contract.

The performance during the Contract period shall be in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties and to the satisfaction of TPCL, so that TPCL can issue completion certificate within 90 days after the end of the term of Agreement.

The words 'Bidder'/'Tenderer' shall mean the specialized Contractor who tender for the work.

3. Contract Document:

The following documents shall constitute the contract document.

- i. Tender Form
- ii. Articles of Agreement.
- iii. General Instructions
- iv. Conditions of Contract
- v. Scope of work
- vi. Schedule of Contract Bill.
- vii. Special Conditions
- viii. Various Annexures as referred under this Contract.
- ix. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Award by TPCL.

The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

4. Type of Contract:

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of provision of Operation & Maintenance of STP Works to TPCL's IT Park Building and its services & facilities, to be paid for according to the actual services performed and works done at the lump sum rates contained in the Skilled manpower to be deployed or as provided in the said Conditions.

The contract will be for a period of one year and renewable one year, subject to satisfactory performance and assessment of evaluation parameters. TPCL will alone have absolute discretion in this regard and the Contractor shall have no vested right to seek extension of the contract. TPCL, however reserves the right to terminate the said contract at any time on the ground of ineffective services (shortage of manpower supply, garbage removal, equipment supply, material supply, scope of work etc.) rendered by the contractor. TPCL will be the sole judge to determine these facts.

5. Skilled manpower to be deployed:

Skilled manpower to be deployed are meant to indicate the intent of the work and to provide a uniform basis for tendering. TPCL reserves the right to add or delete from the scope of work, manpower as it may deem fit and the Contractor shall not claim any extras or damages on these grounds.

6. Contract Sum / Contract Price:

The Contract sum or Contract price shall be the total amount quoted by the successful tenderer and accepted value of the work as mentioned in the letter of acceptance of TPCL. The Contract sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions.

7. Contract Bills:

Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by TPCL.

8. Scope and intent:

- a) Operation & Maintenance of STP Works are to be provided round the clock for the specified period to a high international standard. The details about the scope of work are more fully described elsewhere in this document, but, in brief, TPCL expects the Contractor to take a single point and full responsibility of Operation & Maintenance of STP Works covered by this contract. TPCL's objective is that Contractor does not perceive this as a short term or a one-time contract but as an exercise in Asset value maximization and Asset Life Prolongation.
- b) TPCL requires a single point responsibility for the Contractor in controlling and managing in respect of the works / system covered by this contract during the entire contract period.
- c) The bidders are expected to price the attached bills of quantities with workable and sustainable rates, which shall remain firm for the full duration of the contract. No price change will be admitted due to a lack of understanding of the contractual conditions or inadequate study of the present conditions of contract or improper understanding or improper assessment of manpower, supervision, scope or any other reasons whatsoever.
- d) The rates quoted shall be self sustainable and correct reflective of the Scope envisaged. TPCL reserves the right to add or delete from the Scope of work, items as he may deem fit. The successful bidder cannot make any claim on account of such changes.
- e) The work is for provision of Operation & Maintenance of STP Works and responsibility shall be with modern systems and services of International Quality, integrating all functions necessary to support the daily operations to high-tech operation and maintenance smoothly, deploying competent, trained and experienced work force under a well structured system and using modern management techniques. Operation & Maintenance of STP Works shall be ensured as 'Life Time Care' with planned preventive maintenance schedule, procedures, self-audit and continuous improvement, precisely determining most appropriate type and level of services to fulfillment of objectives of TPCL.

9. Place of work:

- a) **Visit:** Before tendering, the Contractor shall have visited and examined the place of work and satisfied and understood himself as to the correct requirement of the work / job and the facilities for obtaining any special articles called for in the tender / contract document and shall have obtained generally his own information on all matters affecting performance of the job.
- b) No extra charge / claims made in consequence of any misunderstanding or incorrect information on any of these points will be allowed nor entertained. Should the contractor after visiting the place of work, find any discrepancies, omissions, antiquities or conflicts in or among the tender / contract document or be in doubt as to their meaning, he shall bring the questions to TPCL's attention, before the date of pre-bid meeting.

10. Possession:

The successful bidder shall be allowed admittance to the work place on the "Date of Commencement" stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with the performance of the job till the end of the contract period stated in the appendix subject nevertheless to the provision for renewal of time hereinafter contained.

11. Defect / Complaint cum Rectification checklist:

The successful bidder shall follow the existing formats approved by TPCL on day to day basis. The charts indicate the method of services to be executed for each group of service, the date of commencement and completion of each of the defect/complaint. The chart shall also indicate the availability of materials and labour therefor. If the Contractor feels any improvements are required in the existing formats, the same should be brought to the notice of TPCL Management and got approved before execution.

12. Access for owner to the Works:

The owner (TPCL) and his authorized representatives shall at all reasonable times have access to the Works or other places of the Contractor where work is being prepared for the Contract.

13. Owner's Representative:

Owner's Representative shall mean the person authorized by Owner (TPCL) and acting under the order of the Owner to inspect the works. The successful bidder shall afford the Owner's Representative every facility and assistance for inspecting and checking the works and materials.

The Contractor shall constantly keep a watch on his work during the progress of work and shall deploy required qualified and competent Manager as an Operation and Maintenance Incharge who shall have experience in the field of Operation & Maintenance of STP Works.

The Manager will be responsible for carrying out the job to the true meaning of the Contract document, Schedule of Quantities, Technical specifications, equipment operations, TPCL instructions and directions to the satisfaction of TPCL. Any directions or instructions given to him by TPCL or its authorized representative shall be deemed to have been issued to the Contractor. The man power of experienced and trained technical and non-technical support staff shall assist the works as required, fulfill the scope of work envisaged as listed in the Volume I. If TPCL establishes at any time the need to augment the field organization, either on a short term or long term measure, the Contractor is bound to implement TPCL's instructions forthwith within the agreed rates.

14. Arrangement of execution of work:

The Contractor shall arrange for all materials, tools tackles, equipment and labour necessary including its transportation for proper execution and completion of the job and contract to the satisfaction of TPCL.

15. Fluctuations:

The Contractor shall not claim any extras for fluctuation of price and the Contract Price and item rates shall not be subject to any rise or fall of prices and shall be firm throughout the tenure of the contract.

16. Safety rules to be followed by the contractor during execution of work

All the staff working have to wear helmets and use safety belts.

All the staff working will as far as possible wear shoes.

Inflammable/explosive materials like Petrol, diesel, Kerosene, Wax, etc. will not be allowed to be stored at site stores. Crackers/explosives will not be allowed inside the premises at any cost.

Personal protecting equipment like Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. should be provided by and available in Contractor's stores.

If correct manual handling is not used, it can result in back injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling.

CONTRACTOR to ensure that all equipment tools, brought on to the premises will be in safe conditions, have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.

CONTRACTOR to ensure that whilst on site premises, he will comply with all health and safety legislations as required by the Owner.

17. Maintenance:

- a) The material required for replacement of damages etc. shall be supplied by TPCL. The Contractor shall however, be required to deposit the damaged parts with the Stores.
- b) If it is observed that due to poor Maintenance / unsatisfactory work, any part is found damaged / required to be replaced, the same will have to be attended and replaced by the Contractor at its own cost. In this regard, TPCL's decision will be final.

18. General:

- a) The Contractor and TPCL shall make every effort to resolve any dispute or dis-agreement amicably by direct informal negotiations. However, in case of any unresolved issues/ disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Coimbatore. The resultant contract will be interpreted under Indian Laws.
- b) It shall be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the workers engaged by the Contractor at TPCL and TPCL shall have no liabilities in this regard.
- c) The workers deployed by the Contractor in TPCL shall not have claim of any Master and Servant relationship nor have any principal and agent relationship with or against TPCL
- d) The Contractor shall be solely responsible for redressal of grievances / resolution of disputes relating to workers engaged by them. TPCL shall, in no way, be responsible for settlement of such issues whatsoever.
- e) TPCL shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Contractor in the course of their performing the functions. duties or for payment towards any compensation.

- f) The workers deployed by the contractor shall not claim nor shall be entitled to pay Perks and other facilities admissible to casual, adhoc, regular / confirmed employees during or after expiry of the contract period.
- g) In case of termination of this contract on its expiry or otherwise, the workers engaged by the contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in TPCL.
- h) The contractor shall also be liable for compliance and depositing all taxes and duties, levies, cess etc. on account of services rendered by it to TPCL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- i) Statutory Payment such as GST or any other tax will be the responsibility of the Contractor. Contractor has to enclose certified copy of Tax Challan, PAN Card No., Declaration U/S 206 AB and 206 CCA, Income tax / Any other tax as applicable from time to time will be deducted while making every payment.
- j) In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof TPCL is put to any loss/obligation, monetary or otherwise, TPCL shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
- k) If any worker wants to go on leave, they shall inform well in advance to TPCL and alternative proper arrangements shall be made by the Contractor.
- l) The successful contractor shall provide uniforms with his organization's name/logo and safety shoes to the staff deployed at TPCL. It will be the responsibility of the contractor to insist the staff to carry their Identity Cards while on the duty at TPCL.

19. Statutory Compliance by the Contractor:

- a) The Contractor should have all necessary license and statutory compliance from all Government authorities such as Municipality, Local Authority, Pollution control board etc. at its own cost. TPCL shall not be responsible in any way for any breach of the rules and regulations by the contractor.
- b) The contractor shall comply with all statutory requirements in respect of engaging the personnel, their service condition, rules and regulations and all liabilities under the various labour law and other statutory obligations like PF, ESIC, Bonus, Workmen's Compensation, Gratuity and also comply with the provisions of Minimum Wages Act, Payment of Wages Act etc. TPCL shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- c) The Contractor shall obtain separate code for deposit of PF dues, if applicable, with the concerned PF Authority directly.
- d) The Contractor shall obtain and keep in force throughout the term of agreement, necessary / valid labour license from the Licensing authority. The contract Labour (R&A) Act 1970, and the rules framed there under and produce the same to TPCL before commencement of the services under the contract and also take steps for getting the agreement registered under the act. The Contractor shall also indemnify TPCL from and against any claims under the aforesaid act and the rules and shall continue to have a valid licence until completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract penal provisions of the contract arising out of resultant non-performance of the work.

- e) The Contractor shall keep TPCL indemnified against all the losses, damages or liability arising out of or imposed in pursuance of any violation by the Contractor of/under labour laws & the rules there under or of any prosecution of award made by court of law or other authorities specifically under the Industrial Disputes Act 1947.
- f) The Contractor shall at all times indemnify TPCL against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequences of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract. If any such accident occur which may involve any such liability under the Act, TPCL shall be at liberty to withhold such amount from the bills of the Contractor and also deposit the same with Commissioner under the W.C.Act.
- g) The Contractor has to strictly follow the provisions of Payment of Wages Act 1936 and the rules made there under and further the Contractor shall strictly adhere to provisions of The Minimum Wages Act 1948 and the rules made there under from time to time revising the wages payable to the workmen.
- h) All labour and / or personnel employed by the Contractor shall be engaged by him / them as his / their own employees in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor and TPCL shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. The Contractor shall specifically ensure compliance with the provisions of following labour laws/acts and their enactment / amendments.
- ⇒ The Payment of Wages Act, 1936
 - ⇒ The Payment of Minimum Wages Act, 1948
 - ⇒ The Factories Act, 1948
 - ⇒ The Workmen's Compensation Act, 1923
 - ⇒ The Employee's State Provident Fund Act, 1952
 - ⇒ The Contract Labour (Regulation & Abolition) Act, 1970
 - ⇒ The Payment of Bonus Act, 1965
 - ⇒ The Payment of Gratuity Act, 1976
 - ⇒ The Equal Remuneration Act, 1976
 - ⇒ The Employee State Insurance Act, 1948
 - ⇒ The Industrial Disputes Act, 1947
- i) The contractor shall pay to the labour employed by him/them wages as per provision of the aforesaid act and the rules, wherever applicable.
- j) In every case, in which, by virtue of the provision of the aforesaid acts or the rules, TPCL is obliged to pay any amount of wages to the personnel employed by the contractor in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and rules or to incur any expenditure on account of contingent liability of TPCL due to contractor to fulfill his statutory obligation under the afore said act or the rules, TPCL shall be at liberty to withhold from the bills of the Contractor the amount of the wages as paid or the amount of expenditure so incurred and without prejudice to the rights of TPCL under Section 20(2) and Section 21(4) of the aforesaid act, TPCL shall be at liberty to recover such amount or part thereof by deducting it from any sum payable by TPCL to the contractor. The decision of TPCL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

- k) The Contractor shall not employ any person below the age of 18 years. The contractor shall indemnify TPCL from and against all claims and penalties which may be suffered by TPCL by reason of any default on the part of Contractor to observe and/ or in the performance of the provisions of Employment of Children Act 1938 or any re-enactment or modification of the same.
- l) The Contractor shall be responsible for the compliance with the provisions of the hours of the employment regulation in respect of the staff employed by him in the manner decided upon by the appropriate authority.

20. Duties and Responsibilities of the Contractor:

- a) The Contractor shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be the responsibility of the Contractor to promote a safe workplace free from unauthorized exposure to hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and TPCL's property.
- b) The Contractor shall be responsible for taking good care of all specialized equipment, tools and tackles used for its activities. It should bring to the notice of TPCL, the repair and maintenance works that are required to be undertaken from time to time. In case, any damage is caused to the equipments due to the gross negligence of any of the employees of the Contractor, the Contractor undertakes to indemnify TPCL for such damages.
- c) The Contractor shall ensure that the employees engaged in electro-mechanical maintenance activities in the premises shall, while working, take all reasonable care in handling the internal as well as external items. Contractor shall be solely responsible for the safety and security of all such fixtures and equipments and installations.
- d) If it is found that any such items of fixtures, equipments and installations are damaged and or missing due to the negligence of the employees of the Contractor, the Contractor shall take the responsibility of making good the same failing which, TPCL reserves its right to impose penalty to the extent of damage assessed and the amount of such penalty shall be recovered from the monthly payments of the Contractor.
- e) On completion of the contract period or upon premature termination of the contract for whatsoever reasons, the Contractor shall promptly return to TPCL all materials and equipment supplied by TPCL to it and shall discontinue use of and handover peaceful possession of TPCL's premises together with fixtures and articles in good condition, to the satisfaction of TPCL.
- f) The quality of work at all stages should be as per the standards laid down and explained to the Contractor by TPCL. It is made clear that there cannot be any compromise in the quality of work and it shall be the responsibility of the Contractor to ensure that the standards laid down from time to time are strictly maintained.

- g) Contractor shall ensure that it fully complies with all provisions of labour laws and rules and regulations laid down there under from time to time which are applicable to the present contract and more particularly notified under "STATUTORY COMPLIANCE" which include obtaining requisite/valid license from the appropriate authorities of Central /State Govt. or local body and to keep the same in force till completion of the contract. In case of any default or failure to comply with such requirement, this contract shall automatically stands terminated. In the event of such termination, the Contractor shall not be entitled to make a claim for any compensation or damages against TPCL and TPCL shall not be liable to pay such compensation of damages to the Contractor.
- h) The Contractor will give a declaration attached that he has read and understood the above conditions and the same shall remain binding upon him in case the work is entrusted to him.
- i) The amounts specified hereinabove are inclusive of all costs, expenses, wages and other expenses including exgratia payment to workman or payment of their legal dues that may be incurred by the Contractor and the Contractor shall not be entitled to make any other demands monetary or otherwise from TPCL during the term of this contract.
- j) While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation shall be considered for any reason whatsoever, except variation caused due to statutory changes such as minimum wages act and DA etc., resulting in more than 15% variation on minimum wages against proof of such payment, provided the quoted price is specifically provided with the details of amounts considered at the prevailing rates and conditions, while tendering the quote.
- k) The Contractor shall at all times indemnify TPCL against all claims for compensation under the provisions of any law for the Contractor in carrying out the contract and against all costs and expenditure incurred by TPCL in connection therewith. TPCL shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.
- l) The Contractor shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of this condition, TPCL will serve a notice in writing on the Contractor rescinding the contract where upon the security deposit shall stand forfeited by TPCL without prejudice to other remedies against the Contractor.
- m) The Contractor shall be responsible for taking good care of all equipments. They will employ only experienced operators who have worked in O&M of STP at least for Three years. The contractor will have to intimate the details of persons employed at TPCL along with a passport size photograph.
- n) The Contractor shall employ following required number of operators for carrying out the jobs specified in the tender round the clock and as per following shifts for rendering satisfactory services:

Operator	1	1	1	1
Shift	1 st Shift	2 nd Shift	3 rd Shift	Reliever
Timings	6 am – 2 pm	2 pm – 10 pm	10 pm – 6 am	

- q) The employees engaged by the Contractor should observe discipline and should see that decency and decorum are maintained within the course of their employment.
- r) The Contractor should furnish Maintenance schedule every month. Contract also includes atleast one monthly visit by qualified Electrical / Mechanical Engineer for preventive maintenance and any number of breakdown maintenance visits.
- s) Maintenance shall consist of monthly examination and any necessary adjustments and lubrication of the equipment. The required consumables and parts required for replacement shall be provided by TPCL.
- t) All personnel employed by the Contractor shall be medically fit and in good health.
- u) The Contractor's employees will wear proper uniform and shoes provided by the Contractor at its own cost while on duty. Any employee found improperly dressed or unsatisfactory in performance would ask to leave the premises. The Contractor will provide immediate replacement in such cases and appropriate penalty will be imposed way of by deduction of proportionate payment from the monthly bill of the Contractor.
- v) All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of TPCL. However, all formalities required for obtaining / renewing them will be done by the Contractor on behalf of TPCL.
- w) Annual inspection / approval of the entire installation or part thereof from the local authorities (Pollution Control Board) or any other statutory body shall be the responsibility of the Contractor.
- x) The Contractor shall maintain all such records as may be statutorily required and present the same to the officers of TPCL as and when required.

y) Deployment of Staff by the Contractor:

Man Power requirement for Maintenance of Sewage Treatment Plant

Sl. No.	Designation	No. of persons	Qualification	Minimum Exp. in O&M of STP (No. of years)
1.	O&M Incharge	One in general shift	B.Sc. Biotechnology	10 years' experience
			M.Sc. Biotechnology (or) Bachelor of Engineering	5 years' experience
2.	Operator	One each in shift 24 x 7 operation (Total 4 persons including one reliever)	Diploma in Engineering / B.Sc. Biotechnology	3 years' experience in Sewage Treatment Plant and O&M works

Note:

a. Categories are defined for the purpose of taking Minimum Wages into consideration, as notified by the Govt. of Tamilnadu from time to time that are to be paid to the workers deployed by the Contractor at TPCL site. However, for the staff falling under above Skilled Category and having Managerial/Specialized role at TPCL sdite, the bidders may consider wages as per industry standards.

b. Working hours for Operation & Maintenance of STP will be round the clock, seven days a week, 365 days a year including Sundays, Festivals, National Holidays / Public Holidays. Adequate number of personnel as per tender document (plus relievers) shall be deployed by the Contractor in suitable shift duties. Exact working hours will be fixed in consultation with the Officer-in-Charge of TPCL. The Contractor shall abide by all the Statutory Laws while deputing personnel in TPCL premises. The personnel deployed by the Contractor should be duly qualified and trained having requisite experience.

c. The above manpower is minimum requirement for routine O&M of STP works. In case of Annual Maintenance, major breakdowns, emergency situation etc., Bidder has to provide required manpower, tools, tackles, testing instruments etc. to fulfill the contractual requirement. If the bidder feels that the above minimum manpower is not adequate for routine operation and Maintenance of STP works, the bidder shall engage more manpower within quoted price.

d. The Contractor shall deploy the required number of employees/workmen as stated above to ensure rendering satisfactory services round the clock in three shift basis including shift-wise relievers, as may be required by TPCL.

e. The Contractor shall deploy such of their personnel who are courteous, trained, well mannered and disciplined. The personnel deployed by the Contractor should at all times during the contract period observe, strict discipline and should see that decency and decorum are maintained during the course of their working. They shall abide by the disciplinary procedures; rules, regulation, guidelines, Standing Orders laid down by TPCL and shall strictly follow the instructions given by the representative or office incharge of TPCL from time to time.

d. The Contractor shall take suitable measures in the event of any of his personnel failing to observe discipline and decency in the campus as may be brought to the knowledge of the Contractor and shall make immediate replacement of such of the personnel who are habitually indulging in commissions & omissions of acts, which would render the services of the Contractor ineffective. In case of failure to do so on the part of the Contractor, TPCL would be at liberty to restrict the entry of such personnel inside the campus and in such an event, necessary deduction shall be effected from the monthly bills of the Contractor.

21. Hand book on health and safety at work

The Contractor to do work in the campus shall follow the guidelines given in the handbook on health and safety at work appended herewith during execution.

22. Statutory obligations, notices, fees and charges

- a) The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act or Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected.
- b) The Contractor shall pay and indemnify TPCL against liability in respect of any fees or charges (including any rates) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

23. Assignment or giving Sub-Contract

No subcontracting is ordinarily permitted for items mentioned in the scope of work. In case of any specific requirements, Contractor shall not without the written consent of the Owner assign any responsibility needed to discharge the functions of the O&M Contract as a subcontract.

- a) Provided that even in case of such subcontracting, the Contractor shall be solely responsible for the overall supervision, necessary domain knowledge support, service quality, system support on technology, training, validating day to day monitoring and overall management. No subcontracting is permitted for O&M in-charge and Supervisor grade. The third-party payroll system may be permitted for the technician grade.
- b) Provided that on receipt of any request from the Contractor with proper reasons for approval of the Owner to give a portion of non-core activity or a specialised activity on sub-contract, the Owner shall not unreasonably delay their decision on giving consent for subcontracting such portion of work, to the prejudice of the Contractor.

24. Separate Contract

TPCL reserves the right to let other contracts in connection with the work under similar general condition, in case the contractor fails and neglects the work assigned within the period specified in the order. The work shall be carried out at their risk and cost without any notice to the contractor, and any excess cost incurred due to engaging alternate Contractor shall be recovered from the bills, security deposit or any other amount due to the contractor. The contractor shall be liable for all charges and expenses that may be sustained or incurred by TPCL for not carrying out the work on the part of the contract. The contract is non-exclusive and TPCL reserves right to appoint additional contractor to meet the requirement.

25. Termination of the Agreement

During the currency of this agreement, TPCL shall have the right to terminate this agreement for the following reasons:

- | | | |
|------|---|----------------------------|
| i. | For administrative reasons | - Two-months notice period |
| ii. | Non satisfactory performance | - One month notice period |
| iii. | Non provisioning of required manpower for 3 occasions during the entire period of contract including renewals | - One month notice period |

For this purpose, TPCL shall be the sole Judge to decide whether the performance of the Contractor is satisfactory or not and such decision of TPCL shall be final, conclusive and binding on the Contractor and the Contractor shall not be entitled to any compensation in that regard. Further more if on account of non-renewal of the contract and/or termination of this contract, the Contractor has to terminate its employees, then it shall be the responsibility of the Contractor to pay the legal dues to its employees. In the event of non-compliance of legal requirement, contractor shall be liable for all the costs and consequences. The performance guarantee will be forfeited if the contract is terminated.

26. Variations

- a) The term "Variation" as used in these conditions shall mean any additional services not within the scope of service required to be performed during the currency of the contract.

- b) TPCL may issue instructions requiring a variation and sanction in writing any variation made by the CONTRACTOR. No such variation required by TPCL or subsequently sanctioned by it shall in any way vitiate this contract.
- c) If TPCL decides the variation shall be carried out, it shall intimate the Contractor in writing to quote its price. Thereupon Contractor shall submit its price for additional services with full details in writing. After finalising the price with Contractor, TPCL shall give its written acceptance to carry out the variation. No variation shall be paid where it shall be within the scope of service or shall be due to Contractor's act or omission in complying with this contract.

27. Fluctuations

The Contractor shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices and shall be firm throughout the tenure of the contract.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and necessary materials for the safe and convenient inspection that may be required by TPCL.

28. Materials and workmanship:

All materials and workmanship shall be as per the relevant code of BIS or relevant specification and of approved type and the Contractor shall immediately remove from the works any material and/or workmanship which in the opinion of TPCL are defective or unsuitable and shall substitute proper materials and/or workmanship at his own cost. The term approval used in connection with the contract shall mean the approval of TPCL.

29. Defects:

- a) The Contractor shall make good at its own cost and to the satisfaction of TPCL, all defects/non completions or small faults, arising in the opinion of TPCL from work not being in accordance with the Skilled manpower to be deployed or the instructions of TPCL.
- b) Such defects, faults shall upon direction in writing of TPCL or its representative and within such reasonable time as shall be specified therein be amended and made good by the contractor, at its own cost unless TPCL shall decide that it ought to be paid for such amending and making good and in case of default. TPCL may employ and pay other agency to amend and make good such defects, fault, non completions/building and all damages loss and expenses consequent thereon or incidental thereto shall be made good and bore by the Contractor and such damage, loss or expenses shall be recoverable from it by TPCL, upon the Owner's certificate together with any expenses TPCL may have incurred in connection herewith.

30. Deficient services and rejection:

- a) Even if Contractor shall fail to promptly effect the required remedy then Owner shall be entitled to reject the part of the services affected and to replace the same at Contractor's expense.
- b) If Owner does not exercise its rights under the immediately preceding paragraph within a reasonable time, Contractor shall not be relieved from liability in respect of the relevant non-conformity or other defect or deficiency but his full and complete responsibility shall be limited to the repayment of all monies paid by the Owner to him in respect of the part of the services affected thereby.
- c) Contractor shall, if required by Owner, search for the cause of any malfunction, defect or deficiency in the services and, if the same shall be found to be within the scope of Contractor's remedial responsibility as aforesaid, the cost of the services carried out by

Contractor in searching shall be borne by Contractor.

- d) Contractor's failure to perform any of its obligations under this Sub-article shall (without prejudice to any other rights which Owner shall have in the matter) result in Owner making demand under the performance Bank Guarantee and / or any monies in its possession.

31. Liquidated Damages:

Manpower requirement is calculated at per day for 24X7 operations within the quoted unit rate. The deployment of adequate manpower on continued basis with the required material, tools and equipment's and supply of man power are the essence for carrying out the contract to the satisfactorily level. Penalty shall be imposed on monthly basis as given below, if the required manpower is not provided at the discretion of TPCL:

For Operator

Manpower deployed (month average)	Value of labour contract for Operators (4Nos) for one month (in Rupees)
Above 91% of man month	Nil
76% to 91%	5% of above
51% to 75%	10% of above
50% and below	15% of above

For In charge

Manpower deployed (month average)	Value of labour contract for In charge (1No) for one month (in Rupees)
Above 90% of man month	Nil
76% to 90%	5% of above
51% to 75%	10% of above
50% and below	15% of above

The deployment of adequate manpower on continued basis with the required material, tools and equipments and supply of man power are the essence for carrying out STP works to the satisfactorily level.

32. Liquidated Damages (not as penalty) for non-performance

- For delay and / or unsatisfactory performance of the services, covered under this Contract, TPCL has the right to claim and charge liquidated damages (not as penalty) from contractor for its failure in the mobilization or performance of the services as above.
- TPCL may deduct damages, which shall not be less than an amount equal to one day's O&M charges that failed for each day of delay. The amounts deducted for any shortfalls shall not be released to Contractor at the end of the contract period and hence, these amounts will be deducted from the lump sum Contract Price / Contract amount as the case may be. TPCL shall at the beginning of every month assess the work performance of CONTRACTOR during the previous month. For any shortfalls observed in the work performance due to any reasons whatsoever, TPCL shall evaluate the Man power, equipment, tools and vehicles that would have been required to accomplish the work performance and calculate the deduction amount in terms of Manpower, Equipment, Tools and Vehicles mobilization. In any case the minimum amount to be deducted will not be less than one day's O& M charges of the corresponding item of the contract.
- Normally services will have to be completed by CONTRACTOR as per the work completion programme notified by TPCL's representative. CONTRACTOR shall attend any urgent services immediately. In case of failure to attend to such services within

an agreed time limit, TPCL's Representative shall have the right to deduct for the damages at an amount equal to one day's O&M charges per day delay of the particular package until rectification and restoration of service plus the cost of the job to be completed by TPCL through a third party. CONTRACTOR shall be informed of the damages and the action taken accordingly. The damages claimed by TPCL are not subject to negotiation by CONTRACTOR.

- d. TPCL's representative reserves the right to execute such delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and if Contractor continues to fail to carryout rectifications/execution of services.
- e. TPCL shall have the right without prejudice to any other method of recovery to deduct the amount of such damages from any monies due or which may become due to CONTRACTOR. All liquidated damages (not as penalty) clauses shall have no upper limit of deductions for damages.
- f. The payment or deduction of such damages shall not relieve the CONTRACTOR from its obligations to complete the services or from any of his other obligations and liabilities under this Contract. The period of failure to carry out and all matters of delay, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by TPCL whose decision shall be final and binding on the CONTRACTOR.

33. **Contract sum:**

In consideration of performing the services in full conformity with the contract, Owner shall pay to the contractor the contract sum as specified in the bill of quantities.

34. **Payment:**

Payment for O&M of STP Services will be made to the contractor after checking and certification by TPCL on monthly basis within 14 days from the date of submission of Invoice completed in all respects subject to fulfilling other terms and conditions of TPCL.

No advance shall be paid to the Contractor. As far as possible, Contractor should make the payments to the contracted staff through ECS/Bank Transfer. In case of exigencies, the employees may be paid by Cheque/in cash (for the first month only). However, cash payments shall be witnessed and certified by the concerned TPCL representative.

Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages as per the provision of relevant statutes given by TPCL and deposit/disburse other statutory dues to respective agencies/employees as claimed by the contractor and paid by TPCL on behalf of the contractor. No payment/less payment of wages and other dues and failure to deposit/less deposit of statutory dues will tantamount to violation of Terms and conditions of the contract and necessary penalty may be imposed on the contractor as per the terms and conditions of the tender, including but not limited to withholding of payment access under the contract and remittance of the statutory dues directly to the authorities wherever called upon so, which will be treated as settlement of dues to the contractors.

Notwithstanding the release/payment of the bill by TPCL to the Contractor, the contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by TPCL to the contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.

Salary /payment to the contracted employees shall be made on or before 5th of every month by the contractor.

35.Invoicing:

The contractor shall submit to TPCL detailed invoices in respect of the services performed under each category of Facility Management at the end of each month in arrears. The invoice shall be submitted in one (1) original, clearly stamped "Original". The Invoices shall be supported with

- a) Certificate of compliance as per condition of contract (Payment to Local Bodies / Authorities) Bills with all necessary supporting documents should be submitted within 10 days after completion of the month.
- b) All documentation with proof of statutory payment details
- c) Details of deployment duly verified along with summary of bills (Copy of Bio metric attendance to be enclosed).
- d) Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.
- e) Proof of having deposited the contribution to EPF, ESI, etc. with the concerned authorities for the previous month as per the relevant statutes i.e. EPF Payment contribution Challan, EPF's Form 36B (Original), Copy of EPF's ECR, Consolidated Statement to refer EPF's Form 36B & ECR, ESI Payment Contribution Challan, ESI contribution history from the EPF/ESI authority along with muster roll to be enclosed.
- f) Payment shall be made to the Contractor at monthly intervals. Upon receipt of each Invoice, with all relevant enclosures complete in all respect in accordance with Tender Terms, TPCL shall approve the said Invoice and the payment shall be made to the Contractor within fourteen (14) days from the receipt of correct invoice by TPCL subject to the bills being in the complete shape and in the accepted format. Without waiver or limitation of any of its rights under this contract or law, the Owner shall be entitled to deduct from any monies payable to the Contractor under the contract and all amounts due from the Contractor to TPCL. However, all payments under the contract shall be made only after the receipt of the performance bank guarantee required under this contract.
- g) Log book, PPM schedule, maintenance schedule, failure analysis report, chemical consumption report etc., to be submitted on every month with invoice.

GOODS AND SERVICE TAX (GST):

- a. The Contractor has to provide a copy of the Goods and Service Tax Registration Certificate and also mention their Goods and Service Tax Registration No. and Date in each of their invoices/Bills without fail. No invoice or bill is paid unless the Goods and Service Tax Registration No. is mentioned therein.
- b. Also the invoice should contain the following details while making the GST payment.
 - * Name of the registered person / Company / Firm.
 - *Address
 - * Bank account number and IFSC Code.
 - *Description of the taxable service.
 - *Classification of the taxable service.
 - *Value of the taxable service.
 - * GST charged.

SPECIAL CONDITIONS UNDER GST:

- a. Tax Indemnity clause: TPCL has the right to recover tax loss along with consequential interest and penalty suffered by TPCL due to any non-compliance of tax laws by the contractor. Any GST liability arising on the Contractor on account of loss of GST credits for reasons such as failure of the contractor to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the contractors themselves and TPCL shall not be liable to compensate the same.
- b. The contractor should certify that the Taxes which have been collected / with-held on behalf of TPCL have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that, if TPCL is not able to avail any tax credit due to any short coming on the part of the contractor (which otherwise should have been available to TPCL in the normal course), then the contractor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Contractor will make 'good' the loss suffered by TPCL due to the tax credit it lost in that transaction.
- c. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to TPCL by the Contractor. Similarly, the benefits enjoyed by the Contractor and other players in the supply chain are also required to be passed on to the Contractor by them, which in turn shall be passed on to TPCL by way of price reductions. The Contractors shall indemnify TPCL against any direct or indirect loss arising out of not passing on the aforesaid benefits.
- d. As responsible Contractors of TPCL, the responsibility to pass on the above benefits vests with the Contractor and TPCL reserves the right to seek the manner in which such benefits is passed on to TPCL.
- e. Any amount paid to the Contractors including the sub-contractors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
- f. The Contractor has to timely provide invoice / Debit Note / Credit Note to enable TPCL to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
- g. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
- h. Pricing / Discounts: Any known discount shall form part of terms of the agreement to enable Contractor / TPCL to claim tax adjustment.
- i. The copy of the invoice needs to be provided by the Contractors and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date of supply or service.
- j. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and Contractor shall be liable to discharge the same.
- k. Any Liability arising out of dispute on the tax structure, wrong GST rates, calculation and payment to the Government will be to the Contractor's account.

- l. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the Contractor should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
- m. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
- n. The Contract shall be void, if at any point of time the Contractor is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- o. It is the responsibility of the Contractor to classify the service in correct SAC and quote at Bid level. Any increase in tax liability due to change in classification after evaluation shall be to the Contractors account and the Basic price shall be reworked accordingly considering revised GST rate. In case any reduction in GST rates at the time of execution of contract or wrong classification at the evaluation stage, GST will be paid at reduced rate.
- p. Any statutory variation on account of Goods & Service tax rate arising beyond Base date but within the agreed Time Schedule shall be to the account of Purchaser. Any statutory variation on account of Goods & Service tax arising beyond agreed Time schedule shall be to Contractor's account.

36. Accident and Incident Reporting

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the safety officer of TPCL. Injuries are to be treated by at the contractor's cost.

37. Hazardous Materials:

The Contractor must inform the safety officer, prior to commencement of work, procurement of or materials connected with the contract work of a hazardous nature. The Contract will have to secure storage for any such materials.

38. Bankruptcy of Contractor

- a) In the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes or reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the CONTRACTOR under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if TPCL and the CONTRACTOR, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
- b) TPCL shall be entitled to determine the employment of the CONTRACTOR under this Contract, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with TPCL, or for showing or forbearing to show favour or dis-favour to any person in relation to this Contract or any other Contract with TPCL, or if the like acts shall have been done by any person employed by the CONTRACTOR or acting on his behalf (whether with or without the knowledge of the CONTRACTOR), or if in relation to this Contract or any other Contract with TPCL, the CONTRACTOR or any person employed by him or acting on his behalf shall have committed any offence under the prevention of

corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.

- c) In the event of the employment of the CONTRACTOR being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of TPCL and CONTRACTOR.
- d) TPCL may employ and pay other persons/agencies to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for carrying out the completion of works.
- e) The CONTRACTOR shall if so required by TPCL within 14 days of the date of determination assign to TPCL without payment, the benefit of any Agreement for the execution of any works for the purpose of this contract but on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by TPCL. In any case TPCL may pay any supplier or Sub-contractor for any work executed for the purposed of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the CONTRACTOR. TPCL's rights under the paragraph are in addition to his rights to pay Sub-contractors under this paragraph and all such payments may be deducted from any sum due or to become due to the CONTRACTOR.
- f) The CONTRACTOR shall as and when required in writing by TPCL so to do (but not before) remove from the works any temporary buildings, plant, tool, equipment, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the CONTRACTOR, has not complied therewith then TPCL may (but without being responsible for any loss or damage) remove and sell any such property of the CONTRACTOR, holding the proceeds less all costs incurred to the credit of the CONTRACTOR.
- g) The CONTRACTOR shall allow or pay to TPCL in the manner hereinafter appearing the amount of any direct loss and/or damage caused to TPCL by the determination. Until after completion of the works under this Clause TPCL shall not be bound by any provisions of this Contract to make any further payment to the CONTRACTOR, but upon such completion and the verification within a reasonable time of the accounts therefore TPCL shall certify the amount of expense properly incurred by TPCL and the amount of any direct loss and/or damage caused to TPCL by the determination and if such amounts when added to the monies paid before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to TPCL by the CONTRACTOR and if the said amounts, when added to the said monies be less than the said total amount, the difference shall be a debt payable by TPCL to the CONTRACTOR.

39. Determination by TPCL

Default:

If the CONTRACTOR shall make default in any one or more of the following respects, that is to say: -

If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or if he fails to proceed regularly and diligently with the works, or if he refuses or persistently neglects to comply with a written notice from TPCL requiring him to

remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or If he fails to comply with the provisions, then TPCL may give him the notice by registered post or recorded delivery specifying the default, and if the CONTRACTOR either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then TPCL without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the CONTRACTOR under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

40. Labour

a) The CONTRACTOR shall employ no child labour under 18 years of age on the work. If female labour is engaged the CONTRACTOR shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labour shall reside within the compound except authorized guards. Labour Acts issued by the State/Central Government from time to time has to be followed scrupulously. The employees (Supervisor, technicians and Workers – full time and part time) indicated in the bill of quantities is an essential term of contract. TPCL shall be entitled at all times to inspect or calculate the actual manpower deployed at TPCL. If during such inspection or calculation, TPCL discovers that the agreed minimum manpower has not been deployed, then TPCL shall be entitled to deduct proportionate amount from the lump sum quoted for the deployment of the manpower. This right of TPCL shall be without prejudice to any other right of TPCL available under this Contract on such matters.

41. Guarantee

Besides guarantees required elsewhere, the CONTRACTOR shall guarantee the work in general and shall submit all required guarantees to TPCL when requesting certification of accounts for payment by TPCL.

42. Disputes: "Arbitration"

All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation.

- a) The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date.
- b) The arbitrator shall be appointed by TPCL and Company shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon.
- c) The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.
- d) The arbitration award shall be final and binding on the parties, and shall be enforceable in any competent court of law and the parties agree to be bound thereby and to act accordingly. The rights of the parties shall remain suspended in relation to matters which are being arbitrated. Each party shall bear its own costs for the arbitration and any attorney's fees, unless declared otherwise by the arbitral award.
- e) The Courts in Coimbatore shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.

Except as above, all matters arising under this agreement shall be subject to the exclusive

jurisdiction of the Courts at Coimbatore only.

45. Protection and cleaning

The CONTRACTOR shall protect and preserve the work from all damage or accident by providing any temporary coverings, boxing or other construction as required by TPCL. This protection shall be provided for all property adjacent to the site as well as on the site.

46. The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

47. In case of any damage/theft/injury to TPCLs people/tenants/premises/ property /assets/installations due to negligence of his workers for which Contractor is accountable, the Contractor will be liable to pay the compensation to TPCL as decided and advised by TPCL.

48. The Contractor shall ensure proper upkeep of all the areas under the contract.

49. The Contractor shall maintain liaising with concerned Statutory Body (ies), if any on behalf of TPCL to get permissions/licenses/permits etc. as and when required.

50. Registers and Forms

The Contractor shall maintain the registers/forms as required under the prevalent labour laws in force from time to time. The Contractor shall maintain the above register and forms neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

51. Withdrawal of Contract Services in between the Contract Period

If contractor desires to withdraw the contract:

- a) The contractor has to issue 3 months' notice to terminate the contract.
- b) The Contractor has to pay two months labour bill as penalty
- c) Performance Bank Guarantee given by the Contractor will be revoked by TPCL.
- d) During the tenure of the contract, TPCL will withdraw the contract anytime by issuing 15 days notice, without assigning any reason.

5. SPECIAL CONDITIONS

1.0 Inspection by Owner

Owner's representative shall inspect Contractor's work periodically, and shall either accept or reject the same. The rejected work shall be rectified by Contractor, entirely at his own cost and to the entire satisfaction of Owner.

2.0 Water and Electricity etc.

2.1 Water

The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the Owner.

2.2 Electricity

The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the Owner.

3.0 Restricted Area

3.1 Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the Owners direction and control.

4.0 Hazardous Area

4.1 The work area in and around the Operating Units such as Utility building, TESTanks, Cable tunnel, Fire Fighting Pump room, DG area, Auxiliary AC pump room, and Sewage collection well, UG sumps, Fuel Storage Tank, LPG bank (meant for food court) Double Alkali F.G.D System, Electrical Shafts, electrical cable/communication cable/waterline trenches etc. etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by with the safety rules / regulations and fulfillment of ISO standards. If Contractor shall experience unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle Contractor to reimbursement of additional costs.

5.0 Superintendence

5.1 Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.

6.0 Progress of Services

6.1 Contractor shall submit to Owner, a daily Progress Report detailing the accomplishments of the previous day in line with the Master Maintenance Schedule and breakdown details and the remedial action taken and proposed if the services shall be lagging behind schedule. Access to Contractors works shall be granted to Owner or their representative at any time for the purpose of ascertaining progress.

7.0 Cleaning Up

7.1 Contractor shall, at all times, keep the working area including adjoining premises, in a neat, clean and safe condition. Upon completion of any portion of the works, Contractor shall promptly remove all his equipment, construction plant, temporary works and surplus materials not to be used at or near the same location during later stages of services.

7.2 List of basic equipments / tools to be provided for O&M of STP are given below:

- i) PH Meter / PH Paper
- ii) Complete double end & ring spanner set
- iii) Screw Driver set
- iv) Pipe wrench set (adjustable type)
- v) Cutting Pliers
- vi) Electrical Tester
- vii) Hammer
- viii) Grease gun
- ix) Allen key set
- x) Metal scale
- xi) LED Torch Light
- xii) Jumper

7.3 List of safety equipments to be provided for O&M of STP are given below:

- i) Hand gloves
- ii) 3M Mask
- iii) Safety goggles
- iv) Safety Shoe
- v) Gum boots

8.0 Working Hours

8.1 The premises is subject to continuous occupation of all the 24 hours of a day.

9.0 Adequacy of Contractor's Staff

9.1 It is understood that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of services. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times.

9.2 If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of Owner, is inadequate to meet the requirements of Contract services, Owner may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall effect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement.

9.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not proceeding with the performance of services with due diligence to ensure fulfillment of contractual requirements.

10.0 Conditions of Performance**10.1** Contractor confirms and assures that:

10.1.1 Contractor has the requisite skilled and qualified personnel to perform the services.

10.1.2 Contractor has inspected the premises and is familiar with the conditions related to performance of the services.

10.1.3 Contractor shall at all times ensure that the supply of know-how, Manpower shall be adequate to satisfactorily undertake the scope of services without delay.

10.1.4. Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of Owner, and in good and professional manner and in accordance with sound industry practice.

10.1.5. Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgement in performance of the services.

10.2 Owner has discussed and agreed with Contractor as per the Contract, the general basis for execution of services, Contractor shall provide procedures for Owner approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and Owner regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to Owner the soundness of such procedure and shall obtain Owner's written approval before the same may be effected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract. Owner shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for Owner's review and approval.

10.3 Contractor shall notify the Owner as soon as Contractor knows of any difficulty in performing the services. If, at any time during the performance of the services, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its performance. If Contractor does not improve its performance to meet the approved and accepted schedule, Owner may require an increase in overtime working hours, an increase in the number of Manpower. all without any additional payment by Owner to Contractor. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligations to achieve the performance required by Contract.

10.4 If Contractor fails to perform any of the services then Owner has the undisputable right to claim damages and hire a third party to perform such services, and the incurred amount i.e. the additional amount payable to the third party by virtue of assigning services until expiry date of Contract shall be recovered from any monies due to Contractor under the Contract.

10.5 In the event the Contractor fails to progress the services in accordance with accepted Schedule of work and thereby Owner incurs any additional cost and / or expense through the re-organisation and / or re-scheduling of dependant third party claims in consequence thereof, then to the extent that Contractor is at fault, Contractor shall reimburse all such direct and verifiable costs and expenses to Owner and Owner may deduct such sums from the value of any invoice submitted by Contractor or from any sums due or owing or which may become due or owing to Contractor.

11.0 Variations

- 11.1 Additional and modification works shall be subject to the provisions made under this contract Agreement. Refer to Clauses 68 of Conditions of Contract.
- 11.2 Additional and modification works related to scope of services.
- 11.2.1 Owner may frequently have some additional works, modifications etc at site related to the Scope of Services to be carried out. Owner has the right to make use of Manpower, materials, Equipment, Tools & Vehicles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to Owner. However the cost of materials required for such works shall be paid as per the provision under this contract.
- 11.2.2 Owner has the right to waive the charges of damages due to routine programme performance shortfalls observed of Contractor by Owner during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.

13. Labour

- 13.1 Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1952, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act, 1923, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.
- 13.2 Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by Owner.
- 13.3 Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India.
- 13.4 Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhood of the site against the same.
- 13.5 Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to Owner. If any dispute arises between the contract labour/labour/employees and Contractor Contractor, the owner will not be responsible in any manner. The Contractor" shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for

all consequences for the delay caused or loss / damages suffered by the Owner due to the stoppage / strike by the Contractor. TPCL shall recover the cost incurred due to this from the Contractor's running account bills.

- 13.6 Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, Owner or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- 13.7 Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by Owner and applicable to the services of the personnel appointed in India.
- 13.8 Contractor shall be responsible for the observance of all provisions of this Article by any Sub-contractor employed by it in the execution of this Agreement.
- 13.9 Owner shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of Owner has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of Owner shall not again employ such person upon services at any circumstances.

14.0 Contractor's Working Hours

- 14.1 Normal daily working hours for Contractor's personnel, except those working on rotational shift basis will be prepared by Contractor and approved by Owner. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis. In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.
- 14.2 Persons working on shift basis will follow the weekly shift schedule to be prepared by Contractor and approved by Owner. Contractor shall arrange to provide at his cost relievers for its Shift Personnel.
- 14.3 Contractor will have to work after normal working hours and on Sundays / Holidays to fulfill its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted.
- 14.4 After normal daily working hours and on Sundays / holidays, Contractor is required to maintain an emergency standby team capable of handling any crises which may arise with materials, Equipment, Tools and Vehicles at site. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by Owner's Representative(s) without any extra cost to Owner.
- 14.5 During the festive days, Contractor at no extra cost to Owner shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by Owner.

15.0 Conflict of Interest

- 15.1 Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- 15.2 Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to Owner's detriment.

6. SCOPE OF WORK

The scope of work under the contract includes the following:

1. Operation and Maintenance of Sewage Treatment Plant on 3 shift basis for handling domestic sewage of the IT Park developed by TPCL.
2. Day to day Maintenance of various units, machines, motors, pumps, blowers, valves, piping system, MCC, cables & earthing systems, repair and replacement, as required of small components, wires, glands, packing & all sorts of hard wares. [Standard Operating Procedure (SOP) will be provided by TPCL].
3. Regulation of the duty timings of sludge and treated effluent pumps.
4. Monitoring the sewage at the entry screen chamber of STP.
5. Monitoring of pumps, blowers, UV sterilizer Membrane Banks and MCC including maintaining daily logsheet, recording performance of each equipment besides Electrical data like supply voltage, current drawn by each equipment etc.
6. Checking/Lubricating moving components once a week or as recommended by the equipment manufacturer / supplier. The chemicals and consumables required for O&M will be provided by TPCL.
7. Within the accepted/agreed contract amount, contractor shall provide adequate tools, equipment, and preventive gears to his staff for ensuring smooth and uninterrupted system performance round the clock.
8. The operator shall be required to record the duration of interruption in system operation during power failure.
9. The contractor shall be required to keep his staff fully insured against any mishap or accident and shall keep the client (TPCL) indemnified against any claim on any such account.
10. The treated water should satisfy norms of TNPCB.
11. Monthly water sampling testing (inlet & outlet) is to be carried out with following parameters: PH, BOD, COD, Oil and grease, E-Coli, TSS.

List of Mechanical Units

SI No	Description	Make	MODEL	Capacity	Qty
1	Raw Sewage Pump	IIT-LOWARA	DL125T	22m ³ /hr @ 12mH	2 Nos
2	Permeate Pump	Kirloskar Pumps	SP2HBS	A5DEB000673, 679 - 3HP	2 Nos
		KSP	MEGA GC 40-160	15m ³ /hr @ 6mH	3 Nos
3	Softener Feed Pump	kirloskar	KDS-538+	20m ³ /hr @ 15mH	2 Nos
4	Filter Press Feed Pump	Kirloskar Asset	TBA	0.5m ³ /hr @ 30mH	2 Nos
5	Equilisation Air Blower	KAY INTERNATIONAL	65AC	240m ³ /hr @ 0.5kg/cm ²	2 Nos
6	Aeration Air Blower	KAY INTERNATIONAL	65AC	210m ³ /hr @ 0.5kg/cm ³	2 Nos
7	MBR Air Blower	KAY INTERNATIONAL	65AC	360m ³ /hr @ 0.5kg/cm ⁴	3 Nos
8	Anoxic Agitator	Premium	V400HDS		1 No
9	Mechanical Ventilation - FA	KRUGER	Double skin cabinet- DIDW	12000 CFM	1 No
10	Mechanical Ventilation - Exhaust	KRUGER	Double skin cabinet- DIDW	10000 CFM	1 No
11	Mechanical Fine Screen	Jash	ZAM-1120-500-BMM		1 No
12	UV Equipment	Hitech	GI 100 HP	20000 Ltr / Hr.	1 No.

List of Instruments

SI. No	Instrument	Location	TYPE	Height / Flow rate	Make
1	level indicator cum transmitter	MBR tank	Ultrasonic	5meter	Rosemount
2	level indicator cum transmitter	Treated water sump	Ultrasonic	10 meter	Rosemount
3	level indicator cum transmitter	Equalization tank	Ultrasonic	5meter	Rosemount
4	flow indicator cum transmitter	Equalization tank to Fine screen chamber	Electro magnetic	22m ³ /h	Rosemount
5	flow indicator cum transmitter	MBR tank to Treated water sump	Electro magnetic	30m ³ /h	Rosemount
6	Pressure indicative Transmitter	Permeate tank	Positive pressure	0-3bar	Rosemount

7. PRE-QUALIFICATION CONDITIONS

TIDEL Park Coimbatore Ltd. is a State-of-the-Art IT Park with Built-up area of 1.7 million Sq.ft. TIDEL Park Coimbatore Ltd. invites Techno Commercial tender for Operation and Maintenance of Sewage Treatment Plant (STP) Works from experienced Contractors who meet the following criteria:

Eligibility for Pre-qualification:

- a) The BIDDER should be a well-established and reputed STP Contractor, having experience of minimum One year in Operation and Maintenance of STP Works or STP related works of multi-storied buildings or industrial Buildings or corporation/municipality or commercial buildings etc.,
- b) Should have Average Annual turnover of minimum Rs.20 (Rupees Twenty) Lakhs by the Legal entity/Firm/Company in last three Financial Years from 2020-21 to 2022-23
- a) Should have undertaken Operation & Maintenance of STP (Conventional/MBR/OR any other type etc.,) of capacity not less than 100 KLD for a minimum period of 1 year during last Three years (2020-2023).

8. QUARTERLY PERFORMANCE EVALUATION

SL. NO	Evaluation Criteria	Marks	Score	Remarks
1	Whether the contractor has provided the man power and materials as per contract terms and conditions, fulfilling EPF, ESI remittance on timely, medical insurance covers for eligible staff and other statutory provisions. (Payslip details and bank account statement of individual employees of the contractor will have to be submitted for verification of TPCL)	5		
2	Whether the contractor has maintained the operating procedures, PPM schedules, water consumption report, failure / missing / damage report, chemical consumption report, etc.	5		
3	Whether the contractor has maintained log books for daily technical activities, equipment running status, deployment sheet, check list, and submitted all the reports to TPCL periodically.	5		
4	Whether the contractor has provided the adequate trainings, meetings and technical updates to his employees.	5		
5	Whether the contractor has provided the required basic Tools and Accessories to his technical employees, Personal Protective equipment like shoes, uniforms, other required PPE's, computers and other required office equipment.	5		
	Total	25		

Note: -

- ⇒ Performance Evaluation will be done by TPCL for every quarter.
- ⇒ Based on the performance evaluation, annual renewal and yearly escalations will be decided.
- ⇒ If the annual performance evaluation is 50 and below, the contract may be terminated.

9. TENDER ACCEPTANCE LETTER

To
The Managing Director
M/s. TIDEL Park Coimbatore Ltd.
ELCOSEZ
Aerodrome Post
Coimbatore - 641 014

Dear Sir,

Sub: Tender for Operation and Maintenance of Sewage Treatment Plant –
Reg.

Ref: Tender Notice published in TPCL’s website on

~~~~~

**OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT  
TENDER No. C-12012(12)/001/2024-CIV**

A copy of the tender notice is enclosed. I / We M/s \_\_\_\_\_  
\_\_\_\_\_ has submitted a tender for Operation and Maintenance of  
Sewage Treatment Plant.

1. Having examined the scope of work (including amendment / corrigendum\_\_\_\_ dated \_\_\_\_\_), skilled manpower to be deployed etc., relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached skilled manpower to be deployed and in accordance, in all respects with the specifications, scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, O&M activities of Various works, Skilled manpower to be deployed and Conditions of Contract in accordance with such conditions so far as they may be applicable
2. Scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Scope of Work, O&M activities of STP, Skilled manpower to be deployed and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable
3. We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain, binding upon us and may be accepted at any time before expiration of that period.

**MEMORANDUM**

- 1) a ) Outline description of works: **OPERATION AND MAINTENANCE (O&M) OF SEWAGE TREATMENT PLANT FOR ONE YEAR, RENEWABLE FOR FURTHER ONE YEAR**



**WITNESSES**

i) Signature :

Occupation :

Address :

ii) Signature :

Occupation :

Address :

### 10. ARTICLES OF AGREEMENT

(FORMAT)

(The successful bidder has to execute a non-judicial stamp paper for a value of not less than Rs.100/-)

ARTICLES OF AGREEMENT made on this..... day of ..... 2024 between TIDEL Park Coimbatore Ltd. having its registered office at First floor, ELCOSEZ, Villankurchi, Aerodrome Post,Coimbatore - 641 014 (Hereinafter called "TPCL") of the one part and .....of the other part whose registered office is situated at .....(Hereinafter called "The Contractor")

WHEREAS TPCL is desirous of availing the services of M/s.....for Operation & Maintenance of STP Works (hereinafter called "the Work") at its IT Park in ELCOSEZ, Coimbatore and has caused documents and details of Skilled manpower to be deployed along with description of work to be done.

The Contractor has informed that the Contractor is sufficiently equipped to carry out and possess extensive experience in the field of Operation & Maintenance of STP Works in accordance with the terms and conditions prescribed in this regard.

AND WHEREAS the following documents shall be deemed to form the document and be read and construed as part of the agreement viz:

- (i) Letter of Acceptance of contract
- (ii) General and standard terms and conditions
- (iii) Notice Inviting Tender
- (iv) Bill of Quantities
- (v) Detailed work specification and supplementary work
- (vi) Addendum, if any
- (vii) Any other document forming part of the contract

AND WHEREAS the Contractor has furnished Bank Guarantee No.\_\_\_\_dated\_\_\_\_issued by \_\_\_\_\_Bank\_\_\_\_\_Branch for a sum of Rs..... (Rupees ..... ) as Performance Bond, valid for entire contract period with additional irrevocable period of six months from the date of commencement for due performance of this agreement, that is for 18 months ending on\_.

AND WHEREAS the Contractor has supplied TPCL with a fully priced offer for aforesaid services and has been selected and is willing to render the services as per requirement of tender and as desired by TPCL.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.
2. TPCL will pay the Contractor, the said contract amount of Rs. .... (Rupees..... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is to carry out the work in respect of provision of Operation & Maintenance of STP Works to TIDEL Park Coimbatore Ltd. and its services & Facilities to be paid for according to actual services performed and works done at the lump sum rates contained in the Vol.II or as provided in the said Conditions.
5. TPCL shall afford every reasonable facility for carrying out of all works relating to the provision of Operation & Maintenance of STP Works in the manner laid down in the said Conditions till the completion of the contract.
6. TPCL reserves to itself the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by TPCL on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by TPCL. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
7. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 7 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
8. All payments by TPCL under this contract will be made only at Coimbatore in Indian Rupees and shall be within 14 days from submission of interim bills (monthly) including period of certification subject to bills being in complete shape and format to be mutually agreed.

The final payment will be made within a period 3 months after completion of contract and due verification of final bill with all necessary supporting documentation such as handing over of documents, Maintenance during the contract period, material handed over by TPCL etc.



9. All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation. The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date. The arbitrator shall be appointed by the TPCL and Company shall ensure that the Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon. The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.
10. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Coimbatore only.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
12. All correspondences and notices shall be sent by both the parties to the following addresses only, unless any change has been specifically intimated by any of the party through 'Registered Post with Acknowledgement Due' (RPAD).

| To TPCL                                                                                    | To the Contractor |
|--------------------------------------------------------------------------------------------|-------------------|
| The Managing Director,<br>TIDEL Park Coimbatore Limited,<br>ELCOSEZ, Civil Aerodrome Post, |                   |

**If the Contractor is a partnership or an individual:**

IN WITNESS WHEREOF TPCL and the Contractor have set their respective hands to these presents and hereof the day and year first herein above written.

**If the Contractor is a Company:**

IN WITNESS WHEREOF TPCL has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first herein above written.

**Signature Clause:**

For and on behalf of the  
TIDEL Park Coimbatore Ltd.

For and on behalf of the  
CONTRACTOR

Name :  
 Designation :  
 Address : TIDEL Park Coimbatore Ltd.  
 ELCOSEZ, Aerodrome Post  
 Coimbatore – 641 014

Name :  
 Designation :  
 Address :

**WITNESSES:**

1. Signature :  
Name :  
Occupation :  
Address :

1. Signature :  
Name :  
Occupation :  
Address :

**11. FORM OF PERFORMANCE GUARANTEE**

1. In consideration of TIDEL Park Coimbatore Ltd. (hereinafter called "TPCL,") having agreed to allow M/s. .... [hereinafter called "**Operation & Maintenance of STP Works**" from the demand under the terms and conditions of an Agreement No. .... for Operation & Maintenance of STP Works at Information Technology Park at Vilankurichi Special Economic zone, Coimbatore, (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Rs.. . . . . (Rupees.. . . . . only). We the . . . . . (Name of the Bank) having our Head Office at . . . . . and having branch at.....referred to as "the Bank" at the request of M/s. .... do hereby undertake to pay to TPCL, an amount not exceeding Rs.. . . . . on demand by TPCL.

2. We . . . . . (Name of the Bank) ..... branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from TPCL, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 Rs.... . . . . (Rupees..... only).

3. We undertake to pay to TPCL, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the said Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.

4. We . . . . . (Name of the Bank) . . . . . branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of TPCL, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineer in charge on behalf of TPCL, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) accordingly discharges this guarantee.

5. We . . . . . (Name of the Bank) . . . . . branch further agree with TPCL, that TPCL, 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 TPCL, against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by 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 TPCL, or any indulgence by TPCL, to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

7. We hereby waive the necessity of your demanding the said Contractor before presenting us with the demand.

8. We . . . . . (Name of the Bank) . . . . . branch lastly undertake not to revoke this guarantee except with the previous consent of TPCL, in writing.

9. This guarantee shall be valid upto the full contract period with additional irrevocable period of six months from the date of completion of job and due fulfillment of the contract i.e for a total period of One and half years. Notwithstanding anything contained herein before our liability against this guarantee is restricted to Rs.. . . . . (Rupees ..... only) and it will remain in force till . . . . .) unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before . . . . . of . . . . . (.....) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only).

This Bank Guarantee shall be valid upto .....unless this guarantees extended for further period on demand from TPCL without referring to Contractor.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_or within the period extended after----- based on the demand from TPCL.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on the day of \_\_\_\_\_, \_\_\_\_\_being herewith duly authorised by the Bank.

Witness : For and on behalf of the Bank

Name :

Address :

**12. HAND BOOK ON HEALTH  
AND  
SAFETY AT WORK  
  
FOR  
CONTRACTORS WORKING IN THE PROJECT**

- "Contractors" - Shall mean contractor for Operation and Maintenance of STP
- "Owner",  
"Employer" - Shall mean TIDEL Park Coimbatore Limited

## **TABLE OF CONTENTS**

### **SECTION**

1. INTRODUCTION
2. RULES FOR GENERAL OPERATIONS
  - 2.1 Access
  - 2.2 Accident Reporting
  - 2.3 Contracts & Sub-Contracts Tools & Equipments.
  - 2.4 Hazardous Materials
  - 2.5 Dust and Fume Control
  - 2.6 Fire Hazards and Precaution
  - 2.7 Machinery Safety
  - 2.8 Noise
  - 2.9 Overhead Working
  - 2.10 Working at Height
  - 2.11 Safety Clothes and Equipment
  - 2.12 Supervision
  - 2.13 Warning signs and Notices

## **SECTION – 1**

### **INTRODUCTION:**

This document defines the operations undertaken by Contractors and sub-Contractors on this premises, which can give rise to hazards to those engaged in the work and others that may be working, standing or passing in the vicinity.

It is the Owner's endeavor to secure a high standard of safety at site. Therefore, Contractors and sub-Contractors must know their duties under common law, both for establishments, and their own employees and the occupants to conduct their business and methods of work to conform to the best practices as per the Owner's ISO14001 policies and standards.

Before the Owner, allows any contracting or sub- contracting firm to carry out work on its premises, the Owner insists that Contractors and sub-Contractors understand their duties regarding safe practices for themselves, others and regulations covering the type of work they will be carrying out.

In furtherance to this policy, rules herein have been devised to bring to the notice of Contractors and sub-Contractors, some of the more common hazards, and appropriate preventive measures in connection with the erection, construction, cleaning, painting, alteration or demolition of plant, machinery and buildings.

The Owner is confident that the observance of these rules will be no hindrance to progress the work, but will assist in the avoidance of accidents.

IT IS IN A TERM OF ALL CONTRACTS BETWEEN THE OWNER AND CONTRACTORS THAT THEY AND ANY SUB-CONTRACTORS, APPOINTED BY THEM COMPLY WITH THESE RULES AND THEIR CO-OPERATION IS THEREFORE OBLIGATORY IN CARRYING OUT THE PRECAUTIONS LAID DOWN.

Section - 2 : Details general rules which are applicable to most Contractors and sub-Contractors.

Section- 3 : Details specific rules which must be followed where applicable, where a particular type of work is to be undertaken. All Contractors Supervisors will make sure that the Engineering Services / Safety Manager on this premises are notified as and when himself and others (Sub-Contractors) are reporting for work on that site.

**SECTION 2****RULES FOR GENERAL OPERATIONS :****2.1 ACCESS:**

Nothing shall be done or omitted to be done by Contractors or Sub-Contractors or their employees to render unsafe or obstruct:

- any means of access to the places at which people are required to work.
- the passage of people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated safety officer.
- access for emergency apparatus, such as fire fighting equipment.
- Contractors and sub-Contractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times.
- While carrying out Maintenance works, necessary signages to be provided at the respective locations.

**2.2 ACCIDENT AND INCIDENT REPORTING:**

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the safety officer of TPCL. Injuries are to be treated by experienced medical staff available at site at the contractor cost.

**2.3 CONTRACTORS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:**

All Contractors and sub-Contractors tools and equipments must comply with statutory regulations and approved codes of practices.

**2.4 HAZARDOUS MATERIALS:**

The Contractor must inform the owner, prior to commencement of work, procurement of or materials connected with the contract work of a hazardous nature. The Contractor will have to secure storage for any such material.

**2.5 DUST AND FUME CONTROL:**

Contractors and sub-Contractors must inform the owner at this premises of all processes producing dust or fumes, and under the conditions as laid down in the Factories Act 1948, Sections 14 & 17 the safety precautions are to be fulfilled.

**2.6 FIRE HAZARDS AND PRECAUTIONS:**

When at site, all fire regulations, as well as regulations under Section 38 and subsequent amendments if any under the Factories Act 1948, must be observed at all times. Awareness on the above should be created amongst all staff to be deployed in this contract.

**2.7 MACHINERY SAFETY:**

Contractors and sub-Contractors working at this premises must not remove or displace any guard, fencing or other safety equipment which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of the safety officer or his designated representative.



On completion of any work, any guards that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated. The requirement of the Factories Act Sections 21-26 and subsequent amendments if any must be followed.

### **2.8 NOISE:**

Contractors and sub-Contractors working at this premises must obtain permission from the Owner if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.

### **2.9 OVERHEAD WORKING:**

No work may be carried out above the heads of people or over gangways or roads, until all precautions have been taken to ensure the safety of the persons below, and until the safety officer/Owner gives permission. Each specific site of overhead working will require consent from the owner. This will be given after satisfactory inspection. Work may be carried out in the vicinity of power cables only when permission is obtained from the safety officer and/or Owners representative. Work connected with overhead safety includes the movement of long metal objects, machinery, jibs, masts, arms or other elevated parts.

### **2.10 WORKING AT HEIGHT:**

All temporary structure erected by Contractors or sub- Contractors for the purpose of allowing their staff to work at heights of more than 2 M. above floor level must be constructed in accordance with the Safety Regulations laid down.

Whenever possible, ladders are to be made of wood and in good condition. Metal ladders must not be used where there is any possibility of the ladder coming into contact with an electrical conductor.

Roof working must be properly supervised.

### **2.11 SAFETY CLOTHES AND EQUIPMENT:**

This will be supplied by Contractors and sub-Contractors that are working on sites and must be adequate for the well being of their staff engaged in the type of work contracted for. The equipment and its use must comply with the regulations and codes of practice as laid down that apply to the conditions of work being undertaken.

Contractors and sub-Contractors will be responsible for the use of any tools and equipment that is supplied by them, or their staff to the exclusion of all responsibility of the Owner. Tools will be maintained to the highest standard of safety. Whilst in the possession of such tools, the person so using said tools is responsible for the continued Maintenance of safety standards.

It is the individual's responsibility to ensure that the tools he works with are suitable for the job, and in a safe condition prior to work commencement. All necessary tools and equipment to complete a contract should be supplied by the Contract. Due provision must be made during contract preparation.

### **2.12 SUPERVISION :**

Contractors working at this premises must ensure that their staff are adequately supervised.

### **2.13 WARNING SIGNS AND NOTICES :**

Suitable warning signs are to be displayed at the respective locations, warning of potential hazards.

**Annexure****CO-ORDINATION PROCEDURE**

This procedure outlines various responsibilities of Representative(s) nominated by Owner and contractor for the Contract. Contractor will carry out proper execution of the services under the supervision of Owner's Representative(s).

**1.0 Communication**

- 1.1 English language will be used for all purposes.
- 1.2 All written communication shall be done at site level directly between Owner and contractor. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.
- 1.3 Notwithstanding any other provision under this Contract Agreement, hand delivery will be an approved means of exchange of letters.
- 1.4 Contractor shall prepare and issue Minutes of all Meetings and shall be responsible for obtaining approval of these minutes from Owner prior to release within two (2) working days of the meeting.

**2.0 Site Instructions**

- 2.1 Instructions shall be confirmed, in writing, using a numbered site instruction, and signed by Owner. Contractor is required to sign one copy of each instruction as confirmation of its receipt.
- 2.2 Should contractor consider that he has received any instruction or order which has involved it in cost outside the Scope of Services covered by the Agreement, contractor must within forty eight (48) hours communicate in writing full details of its justification to Owner complete with break up for cost details, for consideration.

**3.0 Reports and Services Records**

- 3.1 Contractor is required to prepare and submit to Owner various routine and special reports relating to the performance of the services.
  - 1.1 Contractor is required to submit daily reports of all activities.
  - 1.2 A set of "Formats" currently in use for the Records of Performance of the Scope of Services is listed as Attachment H-1.
  - 1.3 Owner has the right to modify the present "Formats" in use or introduce new "Formats" as and when required to meet the services requirements. Contractor is obliged to prepare and maintain such records. Any delay or expense incurred, resulting from securing passes from the Owner shall not entitle Contractor to any claim for extension of mobilization time or completion dates or additional payments.

#### **4.0 Permits / Permissions**

##### **4.1 Security Passes**

The Owner may issue required passes to contractor staff assigned to the project as situation warrant at any point of time. Contractor shall contact the Owner as soon as such exigencies arise for the details of the procedure. Contractor shall familiarise himself with all requirements of the Owner on contract award so that time delay on account of passes shall be minimized. Owner shall arrange for passes as required by the contract as soon as the request from the contractor is received.

### 13. Insurance

1. The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor of omission on the part of the Contract or any sub-Contractor employed by them or any of their employees.
2. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim.
3. The Contractor shall also indemnify the employer against all which may be upon the Employer, whether under the workmen's compensation Act or any other statute in force, during the currency of this contract or at common Law in respect of any employee of the Contractor or of any Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract, with an insurance Company, approved by the Employer, a Policy of Insurance against such risks (with a limit of liability of not less than Rs 2.00 ( two ) lakhs per occurrence)and deposit such policy or policies with the Employer from time to time during the currency of this contract.
4. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.
5. The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
6. The Contractor shall also indemnify and keep indemnified the Employer against all and any cost, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damages or compensation arising therefrom.
7. Without prejudice to the other rights of the Employer against Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
8. Contractor shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter – Annexure regarding the required Insurance Policies to be put in place by Contractor. TPCL reserves the right to examine the policy wording and require evidence that the Policy Premium has been paid to the Insurers, and that it shall remain in force, throughout the duration of the Contract.
9. All deductions or liabilities in excess of the indemnities provided under the insurance arranged by Contractor / Sub-contractor and / or TPCL shall be for the account of and paid by Contractor and his Sub-contractors.
10. TPCL shall not accept any responsibility whatsoever for any loss of or damage to any property or personal effects belonging to Contractor's employees or to those of Sub-contractors employed by them.

11. The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any negligent act or omission on the part of the Contract or any sub-Contractor employed by them or any of their employees.
12. The liability under this clause shall cover also, inter alia, any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather.
13. The CONTRACTOR shall keep TPCL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against TPCL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract.
14. The CONTRACTOR shall indemnify TPCL against any liability for any accident, death or injury to TPCL's servants or agents or against any loss of or damage to any property belonging to TPCL, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
15. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties.
16. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer, by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall, at his own expense, effect and maintain, until the completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the Policy shall be Rs.5 lakhs for every accident or occurrence, there being no limit on the number of such accidents or occurrences.
17. The Contractor shall also indemnify the employer against all which may be upon the Employer, whether under the workmen's compensation Act or any other statute in force, during the currency of this contract or at common Law in respect of any employee of the Contractor or of any Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract, with an insurance Company, approved by the Employer, a Policy of Insurance against such risks (with a limit of liability of not less than Rs 2.00 (two lakhs per occurrence)) and deposit such policy or policies with the Employer from time to time during the currency of this contract.
18. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.
19. The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
20. The Contractor shall also indemnify and keep indemnified the Employer against all and any cost, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damages or compensation arising therefrom.

21. Without prejudice to the other rights of the Employer against Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
22. The Contractor shall, upon settlement by the Insurer of any claim made against the Insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
23. The Contractors, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as TIDEL (Owner) or its representative may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
24. Without limitation to CONTRACTOR's obligations and responsibilities during the whole period of the Contract, from commencement until the issue of the Completion Certificate, CONTRACTOR shall obtain and maintain in respect of employees not covered by ESI, in the joint names of TPCL and CONTRACTOR Workmen's Compensation Employer's Liability Insurance (with a limit of liability of not less than Rs.2 (Two) lakhs per occurrence), a Motor Vehicle Third Party and Passenger Liability Insurance which shall provide an unlimited indemnity for death of or injury to persons and the equivalent of not less than Rs.3 (Three) Lakhs for loss of or damage to property, and an insurance for his plant, equipment and property whether owned, hired, or leased to their full value against all loss of or damage from whatever cause arising and shall cause the Insurers or Underwriters thereof to waive rights of subrogation against TPCL, its subsidiaries and all other Companies in TPCL's group.
25. CONTRACTOR shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter – Annexure regarding the required Insurance Policies to be put in place by CONTRACTOR. TPCL reserves the right to examine the policy wording and require submittal of evidence that the Policy Premium has been paid to the Insurers, and that it shall remain in force, throughout the duration of the Contract.
26. All deductions or liabilities in excess of the indemnities provided under the insurance arranged by CONTRACTOR / Sub-contractor and / or TPCL shall be for the account of and paid by and his Subcontractors.
27. Approval by TPCL of any insurer or terms of insurance proposed CONTRACTOR shall not relieve CONTRACTOR from any of its obligations liabilities under or arising from this Contract or generally by law.
28. TPCL shall not accept any responsibility whatsoever for any loss of or damage to any property or personal effects belonging to CONTRACTOR's employees or to those of Sub-contractors employed by him. In the case of TPCLs own insurance cover of their assets including installation of equipment and movable & immovable fixtures thereto, the CONTRACTOR / or Sub-contractors shall notify Insurers and TPCL within fifteen (15) days of any occurrence likely to give rise to a claim under TPCL's insurance and shall handle all claims negotiations and submit relevant supporting documents to the Insurers directly in co-ordination with TPCL and for final settlement to be effected to TPCL's account. Subsequently CONTRACTOR and / or Sub-contractors shall be reimbursed by TPCL for the claim amount due, as the case shall be.

**Annexure**

**INSURANCE CONFIRMATION LETTER  
(To be typed on Contractor’s Letterhead, Signed  
& Stamped by Authorised Person)**

To  
**TIDEL Park Coimbatore Ltd.**  
ELCOSEZ  
Aerodrome Post  
Coimbatore - 641 014

Dear Sir,

**Sub : Confirmation of Insurance Policies Contract / Agreement No..... for  
Operation and Maintenance of Sewage Treatment Plant for TIDEL Park  
Coimbatore Ltd.**  
-----

We hereby confirm that we have effected valid insurance policy (ies) expiring on .....  
which comply(ies) with all the requirements and conditions stipulated in the Insurance and  
Indemnity Article of the above Contract / Agreement including inter-alia: -

- Waiver of subrogation against its servants, agents, employees, subsidiaries and all other companies in the Owner’s Group and being included / named as an additional insured in the capacity of principal which are endorsed to the insurance policy(ies).

Corporate or Company Seal

\_\_\_\_\_

Authorized Signature

Name of Contractor

By :

Title