

BID DOCUMENT
E-Procurement
Open Competitive Bid (OCB)
For

**LIFTING OF EFFLUENT AND SAFE DISPOSAL FROM 1MLD SEWAGE
TREATMENT PLANT LOCATED IN THE INSTITUTE CAMPUS OF RGUKT-
NUZVID
KRISHNA DISTRICT**

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES
NUZVID INSTITUTE (IIIT- Nuzvid)
Mylavaram Road, Nuzvid-521202, Krishna Dist., A.P
Phone No:8333981187


Proprietary & Confidential

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News paper advertisement

	RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES Nuzvid, Krishna District, Andhra Pradesh- 521 202
Ref: IIIT/Nuzvid/RGUKT/ Lifting of STP Effluent /T03/2017 dated: 28.01.2017	
<u>Tender Notice</u>	
Online tenders are hereby invited from reputed firms/suppliers/persons for the following work in the premises of RGUKT, Nuzvid campus.	
1. Lifting of Effluent and safe disposal from 1MLD STP located in the Institute campus of RGUKT, Nuzvid, Krishna District	
Interested bidders can download and submit the bids online from 30.1.2017 to 18.02.2017 up to 05:00PM through https://tender.apecurement.gov.in (AP Portal). For further details please visit our website: www.rguktn.ac.in or https://tender.apecurement.gov.in (Andhra Pradesh Portal)	
Sd/- Administrative Officer	

Time Schedule of various Tender related events

(Lifting of Effluent from 1MLD STP)

Bid calling date	28.01.2017 at 10.00 am
Bid document downloading start date	30.01.2017 at 10.00 am
Bid document download last date	18..02.2017 at 05.00 pm
Last date & time for uploading of documents online	18.02.2017 at 05.30 pm
Last date & time for submission of documents (hard copies)	20.02.2017 at 04.00 pm
Technical bid opening date & time	21.02.2017 at 11.30 am
Price Bid opening date & time	23.02.2017 at 11.30 am
Bid Document Fee	Rs. 2000/- by way of DD form (Non-Refundable) from any Nationalized bank in favor of The Director RGU IIIT, Nuzvid payable at Nuzvid
Contact person	Administrative Officer, RGUKT, Nuzvid
Reference No:	IIIT/Nuzvid/RGUKT/ Lifting of STP Effluent /T03/2017

Note: If the date mentioned above happens to be holiday, the process will be correspondingly postponed to next working day at the same time.

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on procurement@rguktn.ac.in on or before 09.02.2017. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S. No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT-Nuzvid's website i.e. www.rguktn.ac.in as well as on e-procurement platform <https://tender.apecurement.gov.in>.

- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre bid meeting in their bid.
- iv. **After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of Bid Security and Bid document fee have to be submitted. Physical submission of price bids will not be entertained.**

**Sd/-
Administrative Officer
RGUKT**

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s. VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com, Phone: +91 40-39999700, 39999701.

For any clarification and further details on the above tender please contact: **8333981187**

DECLARATION

FROM:

Dt.

To,
The Director,
RGUKT,
Nuzvid-521 202

Dear Sir,

**Sub.: Tender for Lifting of Effluent and safe disposal from 1MLD STP located in the
Institute Campus of RGUKT, Nuzvid**

With respect to the tender notice published in the above mentioned daily newspaper, I/We here by submit my/ our tender in a required format.

I/We have adhered to the requirements prescribed by RGUKT Nuzvid. I/We have carefully gone through the guidelines/ terms and conditions and prescribed format and I/We accept the same without any alternations/ modifications.

I/ We here by solemnly declare that any of our partners jointly or severally and / or individually or our firm / company/ associate company have not been black listed by the central govt. or any state govt. or it's under taking Institutions.

I / We here by further declare that, if the above declarations is found untrue the RGUKT ,Nuzvid., shall be entitled to take any legal action against us severally and or individually or our firm / company in this regard in any manner that may deem fit by RGUKT, Nuzvid.

I/ We understand and accept that you are not bound to accept the lowest or any tender you may receive.

YOURS SINCERELY

SIGNATURE & STAMP OF THE TENDERER

INVITATION FOR BIDS

Ref. No: IIIT/Nuzvid/RGUKT/ Lifting of STP Effluent /T03/2017

Subject: Tender for Lifting of Effluent and safe disposal from 1MLD STP located in the Institute campus of RGUKT, Nuzvid

- 1) Bids are invited on the e-procurement platform from the eligible firms/suppliers/persons for lifting of effluent from 1MLD STP located in the institute campus of RGUKT-Nuzvid, Krishna District. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. <https://tender.apecurement.gov.in>.
- 2) Bidders would be required to register on the e-Procurement market place "<https://tender.apecurement.gov.in>" and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- 3) The bidders need to scan and upload the required documents as per the Check list given. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids online. The attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted offline to Administrative officer, RGUKT, Nuzvid by **04.00 PM of 20.02.2017**. The RGUKT, Nuzvid will consider only the bids submitted through on-line copies of the paper based bids.
- 4) The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements, in the form of Demand Draft drawn from any Nationalized Bank, in favor of Director, RGU IIIT, Nuzvid, payable at Nuzvid.
- 5) Further the bidder/s shall furnish, as part of bid, the Bid security for the amounts specified in the Tender Document to be paid in the form of DD by any Nationalized bank in the crossed Demand Draft drawn in favor of Director, RGU IIIT, Nuzvid along with bids.
- 6) Further all the participating bidders have to electronically pay a nonrefundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
- 7) RGUKT will not accept the tenders from blacklisted firms or undependable Suppliers/persons whose past performance with RGUKT was found poor due to delayed and/or erratic firms/persons/suppliers and those with frequent product failures, and also against whom there have been adverse reports of Sub Standard Quality / Poor Service in work, as defined in the other parts of the Bidding document.

8) Note: For any clarification and further details of the above tender please contact
Telephone no.83339 81187

STATEMENT OF IMPORTANT LIMITS/ VALUES RELATED TO BID

Name of the Work	Lifting of Effluent and safe disposal from 1MLD STP located in the Institute campus of RGUKT, Nuzvid
EMD	Rs.50,000 (by way of Demand draft from any nationalized bank any nationalized bank. DD from other than nationalized banks will not be accepted)
Bid Validity Period	180 days from the date of opening of financial bid
EMD validity period	90 days from the date of opening of financial bid
Contract Agreement	One year from the date of giving work contract
Period of furnishing performance security deposit	Within 7days from date of receipt of award
Performance security deposit value	An amount equal to the rate quoted for One month as security deposit.
Period for signing the order of acceptance	Within 14days from date of receipt of notification of award
Payment Terms: After Commencement of work	Monthly payment after receiving the production details and attendance particulars certified by the Concern authority
Payment Terms	
Payment of Bill	Monthly payment after receiving the Lifting quantity and attendance particulars certified by the Concern authority within 7days from the date of submission of the bill.
Placing work orders	<ul style="list-style-type: none"> •RGUKT will place order on identified successful bidder •All the payments shall be made directly by RGUKT, Nuzvid to the successful bidder as per the tender terms and conditions. •If decided RGUKT can split the order basing on the quoted price and service track record. The decision of RGUKT is final in this regard.
Transaction fee	All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores &service tax applicable @ 15.00% as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favor of Managing Director, APTS,

	Hyderabad towards corpus fund at the time of concluding agreement.
Transaction fee payable to	The Managing Director, A.P. Technology Services Ltd., Hyderabad
Bid submission	Online
Procedure for bid submission	<p>Bids shall be submitted online on https://tender.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website https://tender.apecurement.gov.in 2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The hard copies of all the uploaded Technical documents to be attested by a Gazetted Officer or properly notarized. 6. The rates should be quoted in online only
Other Conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded technical bid documents, original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Administrative Officer, RGUKT, IIIT-Nuzvid, Mylavaram road, Nuzvid", by 04:00PM on 20.02.2017. 2. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. 3. The RGUKT- Nuzvid shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. RGUKT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 4. The Documents that are uploaded online on e-market

	<p>place will only be considered for Bid Evaluation.</p> <p>5. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p>
<p>Evaluation Procedure</p>	<ol style="list-style-type: none"> 1. The Tenders will be opened on 21.02.2017 at 11:30 AM by the AO, RGUKT, Nuzvid or his authorized representative. 2. The Technical bids will be opened first on 21.02.2017 at 11.30 am. The tenders will be evaluated so as to ascertain the capability of the bidders to execute work and also to assess whether the bidder satisfies the eligibility criteria as detailed in the above clauses. 3. The rejection of the bidder on technical grounds will be based on the failure to meet eligibility requirements. 4. Price bid of only those bidders, who have fulfilled the eligibility criteria specified in above clauses, will be considered and who does not fulfill the eligibility criteria will not considered and their tender stands rejected. 5. Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the RGUKT- Nuzvid. No further correspondence will be entertained regarding the disqualification. 6. RGUKT- Nuzvid reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. RGUKT- Nuzvid also reserves the right to cancel the selection process for award of the contract at any time. The decision of the RGUKT- Nuzvid is final and binding.

TENDER SCHEDULE

1. PREMEABLE

The Administrative officer, Rajiv Gandhi University of Knowledge Technologies (RGUKT), Nuzvid invites online tenders for the services of “Lifting of Effluent and safe disposal from 1MLD STP located in the Institute campus of RGUKT, Nuzvid”.

2. SCOPE OF WORK

The Tender for “Lifting of Effluent and safe disposal from 1MLD Sewage Treatment Plant located in the Institute Campus and Safe Disposing of the same at a faraway place at their own cost & risk with help of closed tankers.

3. ELIGIBILITY CRITERIA

1. The Price Bid should accompany a DD **Rs.50,000/-(Rupees Fifty Thousand only)** drawn on any Nationalized Bank in the Name of **The Director RGU IIIT, Nuzvid payable at Nuzvid** towards Earnest Money Deposit (EMD). Tender received without EMD or lesser amount will be summarily rejected. No exemption will be granted. Submission of the bid without EMD will not be entertained
2. Tenderer/Service Provider/s shall keep his/ their offer valid for a period of at least 6months (180days) from the date of opening of the tender. If any Tenderer/Service Provider withdraws or amends impairs or derogates from the tender in any respect with in the period of validity of his offer, the EMD is liable to be forfeited.
3. The Tenderer/Service Provider whether an Individual/Sole Proprietor, a Partnership Firm or a Limited/Private Limited Company or Corporation or Society , if they want to act through their agent/authorized representative or individual / Partner, should submit along with the tender, a Power of Attorney duly stamped and authenticated by a Notary Public or by the Magistrate in favor of the specific person whether he/they be individual / partner and in case of the Company / Society, are solution of the company/society duly authorizing such representative to submit the tender, sign agreements and to receive money and manage the contract.etc. The tender document shall be signed by such authorized representative of the Tenderer/Service Provider duly indicating their full name and status below the signature along with official stamp of the Proprietorship / Partnership firm/ company/ society.etc. Those tender which does not accompany such Power of Attorney, Resolution.etc shall become invalid and or liable for rejection.

4. RGUKT-Nuzvid may at any time after opening of the tender depute a team of its' officials to the site/Work place/ office of the Tenderer/Service Provider to get the credentials of the information furnished by the Tenderer/Service Provider verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Tenderer/Service Provider is found to be incorrect, the tender of such Tenderer/Service Provider shall be liable for rejection.
5. The successful Tenderer/Service Provider whose tender is accepted shall, within seven days from issuing/ receiving the Letter of Acceptance, be required to deposit an amount equal to the rate quoted for One month as security deposit by Demand Draft in the Name of The Director, RGU IIIT, Nuzvid , payable at Nuzvid and to attend in person or through a duly authorized representative at the Office of RGUKT and execute the Contract Agreement with the RGUKT as per the General Conditions / Special conditions enumerated in the tender documents ,on a Non-Judicial Stamp Paper of Rs.100/-.If he/ she/ they decline/s or fail/s to remit the Security Deposit or to execute the contract agreement within the stipulated time, the entire amount of Rs.50,000/- (Rupees Fifty Thousand only)of EMD shall stand forfeited , without prejudice to RGUKT- Nuzvid's right to rescind the contract and other rights and remedies warranted by the law.
6. In the event of refusal to carry out work by the successful Tenderer/Service Provider on any grounds during the contract tenure, it's security deposit shall be forfeited.
7. The Security Deposit amount equal to the rate quoted for One month will be refunded to the Tenderer/Service Provider within 90 days of completion of the contract subject to satisfactory performance of the Tenderer/Service Provider's obligations under the contract and subject to such deductions as may be necessary for making up RGUKT claims against the Tenderer/Service Provider.

4. RATES, TAXES AND DUTIES

All the rates furnished in the tender shall be per Cubic Meter Volume (cum) (1000liters) inclusive of all workers salary, oil charges, vehicle maintenance and any other duties, rates , if any and including all charges of material and machinery used for maintenance of plants and duties service tax, work contract tax, or any other taxes of local charges, if applicable. No extra claim on this account will in any case be entertained.

The Bidders should quote the price per cum one (1000liters) inclusive of all the above services.

DETAILS TO BE FURNISHED BY THE TENDER

Sr. No.	Required Information	
1	Name and registered address of The Individual/firm/company	
2	Legal status(Individual/ proprietor, partnership firm, limited company, corporation, cooperative society)	
3	Name, designation, and telephone nos. of the contact person/persons. Fax No	
4	a. Driving License b. Insurance Certificate of two tankers of capacity 20,000lit c. Certificate of Registration to two tankers of capacity 20,000lit d. PAN Card/TAN/TIN	

SPECIAL CONDITIONS

1. Copies of up to date RC, Insurance, pollution certificate and permit should be submitted along with tender. The tanker must have valid new Fitness Certificate issued by R.T.O Department.
2. Any legal Obligations i.e., Accidents, Violation of Statutory rules and regulations and Penalizations are in scope of Tenderer/Service Provider / Agencies.
3. The quoted rate inclusive of Oil, Vehicle Driver Salary and Tanker Maintenance Expenditure
4. The supplying tanker must and should always accompanied with statutory documents like Insurance, Pollution certificate and other taxes as applicable as per time to time and driver must have valid driving license i.e. H.M.V (Heavy Motor Vehicles License and Badge No. certificate) must be Submitted and follow AP motor vehicle act rule-1989

5. INCOME TAX

During the course of the contract period, deduction of income tax as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill.

6. PERIOD OF CONTRACT

The contract period will be for One Year (1 Year) from the date of awarding work order and contract may be extended one more year based on requirement of the Institute.

7. PLACE OF WORK AND VISIT TO SITE

Intending Tenderer/Service provider shall visit the RGUKT, Nuzvid campus to acquaint with local site conditions, nature and requirement of work, present conditions of Premises/fittings/fixtures etc., and make assessment of labour and material, etc. required before quoting for the Tender

8. EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- 8.1 The tender should accompany with Earnest Money Deposit (EMD) for Rs.50,000/- by way of Crossed Demand Draft Obtained from any Nationalized Bank in favor of to the Director, RGU IIT, Nuzvid payable at Nuzvid.
- 8.2 The EMD will be returned to unsuccessful Tenderer after receiving of Security Deposit from the successful Tenderer, whereas in the case of successful Tenderers, it will be retained.
- 8.3 The successful Tenderer will have to deposit a Security Deposit an amount equal to the rate quoted for One month by Demand Draft on any nationalized bank at the time of concluding agreement.
- 8.4 The Security Deposit of successful Tenderer will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liabilities if any. The Security Deposit/Bank Guarantee shall not carry any interest.
- 8.5 If the party does not accept the work order issued by RGUKT, then EMD amount paid by the bidder will be forfeited.
- 8.6 Any pending dues against invoice or any other deposit lying with the RGUKT will not be adjusted against Earnest Money Deposit Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 8.7 The EMD of successful bidders shall either be adjusted as a part of security deposit, if desired by the Tenderer or shall be refunded by way of crossed cheque on receipt of security deposit amount.

9. SECURITY DEPOSIT

1. The successful Tenderer/Service Provider shall pay security deposit (SD) an amount equal to the rate quoted for one month
 - a. The Tenderer/Service Provider shall pay security deposit of an amount equal to the rate quoted for one month before the commencement of the contract work in form of a Crossed Demand Draft in favor of Director RGU IIT, Nuzvid. Payable at Nuzvid, from any nationalized banks.
 - b. Security deposit shall not bear any interest.

2. It shall be refunded to the Tenderer/Service Provider, within a period of three months after satisfactory completion of the work and removal of equipment, tools tackles, camp site etc, and the due fulfillment of all the terms and conditions of the contract. The Tenderer/Service Provider shall obtain “No Dues Certificate” and “Site Clearance “certificate to this effect from the management of RGUKT, after verification of the fact will arrange for refund of SD.
3. The SD deposited by the Tenderer/Service Provider will be forfeited if the Tenderer/Service Provider fails to mobilize its machinery and manpower to start the work within 15 days of receipt of Work order/Letter of Intent by the RGUKT.
4. RGUKT reserves the right to recover the charges or the penalty from the Security Deposit in the following circumstances-
 - A. If the Tenderer/Service Provider or its employees causes any damage or destroy any property belonging to RGUKT.
 - B. The shortfall amount of all compensations, penalties and other sums of money payable by the Tenderer/Service Provider or recoveries to be made under the terms of this contract which is due but not paid by the Tenderer/Service Provider in full , etc.

10. INSTRUCTION TO BIDDERS

- 10.1 Tenders with over writings, alterations etc., will not be admitted unless they are attested by the bidder. Where there is a discrepancy between the amount (Rupees) in figures and words, the price, which is in words, will prevail.
- 10.2 Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.
- 10.3 Bidders are expected to examine all the terms and instructions mentioned in the tender schedule and prepare their proposals accordingly. Failure to provide all requisite information will be at the bidders' own risk and may result in the rejection of the tender.
- 10.4 All assertions made in connection with the tender are to be supported /Substantiated by relevant documents. The RGUKT- Nuzvid reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- 10.5 The Administrative Officer, RGUKT, Nuzvid will notify the bidder whose tender has been accepted.
- 10.6 The successful bidder shall execute an agreement with RGUKT on Non-judicial stamp paper worth Rs.100 agreeing to all the conditions of the contract 14 days upon intimation of acceptance of Tender. The successful bidder has to submit performance security guarantee after taking Letter of Intent but before having contract agreement. Failure on enter into an agreement within the stipulated time will result in forfeiture of the EMD.

- 10.7 The Administrative Officer, RGUKT, Nuzvid reserves the right to issue instructions / modifications at any point of time before award of contract.
- 10.8 The contracting party whether it be a Proprietor/ Individual, Partnership firm, Company/ Corporation, Society, they shall be, for the purpose of this contract, be known as “the Tenderer/Service Provider” and the RGUKT shall be known as “RGUKT-Nuzvid or IIIT-Nuzvid”.
- 10.9 The contract will be for a period of One Year. However, the Contract may be extended for a further period at the rate of one month subject to satisfactory performance of the Tenderer/Service Provider during the original term of the contract without any levy of penalty on account of any breach of terms and conditions. The Administrative officer of the RGUKT will alone have absolute discretion in this regard and the Tenderer/Service Provider shall have no vested right to seek extension of the contract. The RGUKT-Nuzvid, however, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the Tenderer/Service Provider. The RGUKT-Nuzvid will be the sole judge to determine these facts.
- 10.10 The Tenderer/Service Provider must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto
- 10.11 Immediately, on receipt of intimation from the RGUKT- Nuzvid the acceptance of tender, the successful Tenderer/Service Provider will execute the work as per the instructions of Officer in-charge and the written acceptance of the tender will constitute a binding contract between RGUKT-Nuzvid and the Tenderer/Service Provider so tendering. It will be the responsibility of the Tenderer/Service Provider to thoroughly examine the installations in all respects before taking over and bring to the notice of RGUKT-Nuzvid any short coming or short supply in the installations being handed over. Once taken over it will become the sole responsibility of the Tenderer/Service Provider to guarantee completion and effective functioning of the systems.
- 10.12 The quoted tender percentage shall include compliance by the Tenderer/Service Provider with all the general conditions of contact, whether specifically mentioned or not in the various clauses of these specifications, all material, machinery, equipment, tools, workshop, and provision of proper and sufficient protective works. It shall also include safety of workers, first aid equipment's suitable accommodation for the staff and

workmen, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties/taxes, duties or other charges arising out of the execution of works and the regular clearance on the completion of works safety of the public and protection of the works and adjoining land.

- 10.13 Any minor repairs occurred along the path of transportation of vehicles in the premises of institution has to be taken up by the Tenderer/Service Provider at his own cost.
- 10.14 Contractor/Service Provider shall take all safety precautions while working and transportation and the Institute will not be responsible for any injury / loss/accidents/ if any sustained within or outside of the institute.
- 10.15 The contractor/service provider shall be responsible to see that no accident/ mishappening in whatsoever manner during lifting and transportation of the effluent.
- 10.16 In the event of refusal to carry out work by the successful Tenderer/Service Provider on any grounds, its security deposit shall be forfeited of the Tenderer/Service Provider.
- 10.17 All the payments of bills for the work shall be made through cheque's only.
- 10.18 The material required for replacement of damaged electrical and other parts, etc. shall be entirely supplied by the TENDERER/SERVICE PROVIDER.
- 10.19 If it is observed that due to poor maintenance/unsatisfactory work any part or equipment is found damaged /required to be replaced, the same will have to be attended and replaced by the Tenderer/Service Provider at its own cost. In this regard RGUKT-Nuzvid decision will be final.
- 10.20 The Tenderer/Service Provider and the RGUKT-Nuzvid shall make every effort to resolve any dispute or disagreement 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 Nuzvid, Krishna District only . The resultant contract will be interpreted under Indian laws.
- 10.21 It shall be the responsibility of the Tenderer/Service Provider to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Tenderer/Service Provider) at RGUKT Nuzvid and RGUKT- Nuzvid shall have no liabilities in this regard.
- 10.22 The Tenderer/Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to workers engaged by them. RGUKT shall, in no way, be responsible for settlement of such issues whatsoever.

- 10.23 The RGUKT shall not be responsible for any damages, losses, theft, claims, financial or other injury or other risk to any workers deployed by service providing Tenderer/Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- 10.24 The workers deployed by the Tenderer/Service Provider 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.
- 10.25 In case of termination of this contract on its expiry or otherwise, the workers engaged by the Tenderer/Service Provider 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 the RGUKT.
- 10.26 The Tenderer/Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to RGUKT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 10.27 The income tax as applicable from time to time will be deducted while making every payment..
- 10.28 In case, the Tenderer/Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RGUKT is put to any loss / obligation, monetary or otherwise, RGUKT shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Tenderer/Service Provider, to the extent of the loss or obligation in monetary terms.
- 10.29 The Tenderer/Service Provider shall need to lift the raw water from the septic tank at emergency time with separate motor to the tender value without claim any extra charges.

11. Liquidity Damage

Time is the essence of the contract. Under any circumstances, the STP out let and septic tank should not be over flowed. One Responsible person should be kept in-charge at site by the firm. In case of any overflow or any delay in lifting of water on the date. An LD amount of Rs.15000/- by way of penalty shall be retained.

12. RATES

All the rates furnished in the tender shall be per cum (1000liters) inclusive of all workers charges, Income tax, Diesel charges, vehicles maintenance and including all charges of material and

machinery used for cleaning and other purpose, duties, service tax, WCT, or any other taxes or local charges, if applicable. No extra claim on this account will in any case be entertained.

13. SCOPE OF THE WORK

The scope of work under the contract includes the following:

- 13.1 Tender for Lifting of Effluent and safe disposal from 1MLD Sewage Treatment Plant located in the Institute Campus and safe disposing of the same at a faraway place at their own cost & risk through closed tankers all as directed by the Officer in charge in the premises of RGUKT Campus, Nuzvid.
- 13.2 The Tenderer/Service Provider shall mobilize necessary vehicles and crew to lift the 1200cum (12, 00,000liters, Including STP water+ Raw water from the Septic tank) of water per day from the outlet and disposal at faraway place at their own risk and cost.
- 13.3 Any minor repairs occurred along the path of transportation of vehicles in the premises of institution has to be taken up by the Tenderer/Service Provider at his own cost.
- 13.4 A driver with HMT License shall be engaged for truck driving.
- 13.5 Contractor/Service Provider shall take all safety precautions while working and transportation and the Institute will not be responsible for any injury / loss/accidents/ if any sustained within or outside of the institute.
- 13.6 The contractor/service provider shall be responsible to see that no accident/ mishapening in whatsoever manner during lifting and transportation of the effluent.
- 13.7 The contract value including of transportation of tankers.
- 13.8 The Tenderer/Service Provider shall has to arrange their own Motor, Stator board, Cables, pipes, generators etc. electrical items at his own cost. RGUKT no way responsible for the provision of items
- 13.9 This will be all inclusive contract i.e. inclusive of wages and allowances for Tenderer/Service Provider's staff, Labour charges for day to day and small value components Tenderer/Service Provider's over- heads and profits etc. No additional amount on any account will be admissible unless specified otherwise.
- 13.10 With-in the accepted/ agreed contract amount, Tenderer/Service Provider shall provide adequate tools, tackles and preventive gears to his staff or ensuring smooth and un-interrupted system performance round the clock.

- 13.11 In case of power failure situation it will be the responsibility of the Tenderer/Service Provider to arrange generator connection on his own cost, RGUKT no way responsible for provision of generator connection
- 13.12 The contract or shall be required to keep his staff fully insured against any mishap or accident and shall keep the client (RGUKT) indemnified against any claim on any such account.
- 13.13 During the period of vacation for Institute, the monthly payment will not be paid unless the services are taken on emergency.
- 13.14 The Tenderer/Service Provider shall need to lift the raw water from the septic tank at emergency time with separate motor to the tender value without claim any extra charges.
- 13.15 It is the Tenderer/Service Provider responsibility, at any circumstances to monitor and see that the STP the outlet and septic tank should not be overflow.

14. RESPONSIBILITES OF THE TENDERER/ SERVICE PROVIDER

- 14.1 The Tenderer/Service Provider shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Tenderer/Service Provider to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the RGUKT property
- 14.2 The Tenderer/Service Provider shall be responsible for taking good care of all specialized equipment's, tools and tackles used for its maintenance activities. It should bring to the notice of the RGUKT the repair and maintenance works that are required to be undertaken from time to time. In case any damage is caused to the equipment's due to the gross negligence of any of the employees of the Tenderer/Service Provider, Tenderer/Service Provider undertakes to indemnify the RGUKT for such damages. The amount of damages quantified at the discretion of the RGUKT shall be final & binding on the Tenderer/Service Provider. The RGUKT shall be at liberty to deduct such amount of damages from any dues payable to the Tenderer/Service Provider.
- 14.3 The Tenderer/Service Provider 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. Tenderer/Service Provider shall be solely responsible for the safety and security of all such fixtures and equipment's and installations. If it is found that any such items of fixtures, equipment's

and installations are damaged and or missing due to the negligence of the employees of the Tenderer/Service Provider, the Tenderer/Service Provider shall take the responsibility of making good the same failing which, the RGUKT 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 Tenderer/Service Provider.

- 14.4 It will be the responsibility of the Tenderer/Service Provider to store the materials purchased & provided to them are kept in safe custody and they shall keep a proper record of it's' receipts, stock, and disposals etc., which shall be subject to inspection & verification by the authorized representative of the RGUKT.
- 14.5 On completion of the contract period or upon premature termination of the contract for whatsoever reasons, the Tenderer/Service Provider shall promptly return to the RGUKT all material and equipment's supplied by the RGUKT to it and shall discontinue use of and hand over peaceful possession of the RGUKT's premises together with fixtures and articles in good condition, to the satisfaction of the RGUKT.
- 14.6 The status of the staff/labour/workmen employed by the Tenderer/Service Provider shall always be the employees of the Tenderer/Service Provider itself for all purposes under the labour & service laws and the RGUKT 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. and the employees of the Tenderer/Service Provider shall have no right to claim any benefit under the establishment of the RGUKT.
- 14.7 The Tenderer/Service Provider will give a declaration as per draft letter 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.
- 14.8 The amounts specified here in above are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workman or payment of their legal dues that may be incurred by the Tenderer/Service Provider and the Tenderer/Service Provider shall not be entitled to make any other demands monetary or otherwise from the RGUKT during the term of this contract. It is expressly agreed that in the event there is a revision of minimum wages or special allowance, then the amount payable in clause here in above shall be suitably modified.
- 14.9 The quoted tender percentage shall include compliance by the Tenderer/Service Provider with all the general conditions of contact, whether specifically mentioned or not in the various clauses of these specifications, all material, machinery, plant, equipment, tools,

workshop, and provision of proper and sufficient protective works. It shall also include safety of workers, first aid equipment's suitable accommodation for the staff and workmen, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties/taxes, duties or other charges arising out of the execution of works and the regular clearance on the completion of works safety of the public and protection of the works and adjoining land.

- 14.10 The Tenderer/Service Provider shall at all time indemnify the RGUKT against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the Tenderer/Service Provider in carrying out the contract and against all costs and expenditure incurred by the RGUKT in connection therewith. The RGUKT 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.
- 14.11 The Tenderer/Service Provider shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of this condition, RGUKT will serve a notice in writing on the Tenderer/Service Provider rescinding the contract where upon the security deposit shall stand forfeited to RGUKT without prejudice to other remedies against the Tenderer/Service Provider
- 14.12 Any Minor and major repairs occurred along the path of transportation of vehicles in the premises of institution has to be taken up by the Tenderer/Service Provider at his own cost.
- 14.13 The employees engaged by the contracting Tenderer/Service Provider should observe the discipline and should see that the decency and decorum are maintained with in the course of their employment.
- 14.14 All personnel employed by the Tenderer/Service Provider shall be medically fit and in good health.
- 14.15 All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of the RGUKT. However all formalities required for obtaining/renewing them will be done by the Tenderer/Service Provider on behalf of the RGUKT.
- 14.16 The Tenderer/Service Provider shall indemnify RGUKT against all claims which may be made upon the employer whether under Workmen's Compensation Act or any other statutes in force during the currency of this contract shall at his own expenses effect and maintain a policy of insurance in the joint names of the RGUKT and the Tenderer/Service Provider against such risks and deposit such policy or policies with RGUKT.

14.17 The employees employed by the Tenderer/Service Provider shall be its employees and the RGUKT shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any other compensation notice pay etc.

14.18 Under any circumstances, the outlet and septic tank should not be overflowed.

15 STATUTORY LIABILITIES OF THE TENDERER/ SERVICE PROVIDER

15.1 The Tenderer/Service provider shall obtain at their cost all permits, licenses as may be required under various laws/regulations for carrying out their obligations under these presents.

15.2 In case of material loss etc., the Tenderer/Service provider will keep the Employer indemnified against all such risks.

15.3 Notice of Non-compliance: The Employer shall promptly notify the Tenderer/ Service Provider upon discovering any instance where the Tenderer/ Service Provider has failed to comply with the provisions as given in above paragraphs. On receipt of such notice, the Tenderer/ Service Provider has to reply within 3 days.

16 INDEMNIFICATION BY TENDERER/ SERVICE PROVIDER

The Tenderer/ Service Provider at all times will keep the Employer indemnified against all costs, damages, losses claims etc., which the Employer may have to suffer, undergo or pay as a result of operation/ execution of this service contract in the said premises.

17 PAYMENT TERMS

17.1 The Tenderer/Service provider shall submit bills twice in a month for every 15days.

17.2 The Tenderer/Service provider shall bill an invoice in an acceptable proforma and in accordance with the rates quoted in price bid

17.3 The invoices shall be raised by the 5th of each succeeding month for the service provided during the preceding month. Payment will be made within 10days of receipt of the invoice. Payment will be made by account payee cheque.

17.4 Income tax will be deducted by the RGUKT from payment made to the Tenderer/ Services Provider. This will be as per the rules and regulations in force and in accordance with the Income tax Act prevailing from time to time.

17.5 The statutory duties/levies, as applicable shall be paid by the Tenderer/Service Provider to the concerned department at his own risk, in this regard RGUKT, Nuzvid no way responsible for any penalties imposed on the service provider.

18 PAYMENTS TO BE MADE TO THE WORKERS/SUPERVISORS BY THE TENDERER/SERVICE PROVIDER

The Tenderer/Service Provider shall make payments of wages to the Workers/Supervisors employed by him before 5th of succeeding month without waiting for the payment from the payment Employer.

19 FORCE MAJEURE

19.1 No liability shall be attached to the Tenderer/Service provider for non operation or execution of his obligation under this contract as a result of Force Majeure of any other factor beyond the control of the Tenderer/Service Provider.

19.2 No liability shall be attached to the Tenderer/Service provider for any damage due to natural calamities such as earthquake, war, civil, commotion and willful damage.

20 TERMINATION

The contract can be terminated

20.1 By either without cause, after giving to the other party at least two calendar months written thereof

20.2 By the Employer, if the Tenderer/Service Provider fails to fulfill their tasks to the satisfaction of the Employer. Such failures constitute a breach of the Tenderer/ Service Provider's obligations under contract, which are not remedied within 30 days from the date of giving of written notice requiring such breach to be remedied.

21 DISPUTES

All disputes and differences of any kind whatsoever arising out or in connection with contract, whether during or after completion of contract will be settled amicably in a spirit of co-operation and the Client decision shall be final on all such matters and shall be binding on the Tenderer/ Service Provider.

22 DISCLAIMER

22.1 Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

22.2 RGUKT, Nuzvid nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for the RGUKT, Nuzvid to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than

others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

22.3 The Administrative officer, RGUKT, Nuzvid reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.

22.4 The Administrative officer, RGUKT, Nuzvid reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal.

23 REJECTION OF TENDERS

23.1 The Administrative officer, RGUKT, Nuzvid reserves the right to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.

23.2 No bidder is entitled to withdraw his offer after submission. In case such withdrawal; EMD deposited along with the tender schedule will stand forfeited.

23.3 For breach of any of the conditions prescribed in the tender as specified by the organization from time to time, the security Deposit is liable to be forfeited. Decision of the Administrative officer, RGUKT, Nuzvid in this regard is final and binding on the Tenderer/Service Provider.

CHECKLIST

The bidder use may the check list below to ensure that the tender submitted is complete in all respects.

Cover 'A' should contain the following documents

S. No	Particulars	Yes	No
1	The original tender schedule		
2	Crossed Demand Draft from National Bank towards EMD		
3	Copy of PAN /TAN/TIN		
4	Copy of Vehicle registration certificate of two tankers(minimum)		
5	Vehicle Fitness Certificate issued by R.T.O Department.		
6	Insurance Certificate of two tankers of capacity 20,000 lit (minimum)		
7	Bid document fee		

Note: All the pages of the Bid Document may be serially numbered and signed.

Bidder

PRICE BID

Ref. No: IIT/Nuzvid/RGUKT/ Lifting of STP Effluent /T03/2017

Tender for Lifting of Effluent from the 1MLD Sewage Treatment Plant located in the Institute Campus of RGUKT, Nuzvid

S. No	Item Description	Unit	Price
1	Lifting of Effluent from the 1MLD Sewage Treatment Plant located in the Institute campus of RGUKT, Nuzvid	Cubic Meter (1000 litres)	

Price in Words:

Note: Parties has to quote basic rate inclusive of E.D, Sales Tax, Service tax (if applicable), Income tax Packing charges, Insurance and Transportation charges for consumables in their scope

Bidder
(Signature, stamp & date)