



View Tender Details

Current Tender Details			
Tender ID	741564	Enquiry/IFB/Tender Notice Number	A/RGUKT/Nzd/Engg/A-108/2024
Name of Work	Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)	Tender Category	PRODUCTS
Tender Type	OPEN - NCB	Estimated Contract Value	₹0
Bid Submission Closing Date	27/07/2024 05:00 PM	Tender Evaluation Type	Tender Wise

Department Name	RGUKT	
Circle/Division	RGUKT-RGUKT NUZVID	
Tender ID	741564	
IFB No / Tender Notice Number	A/RGUKT/Nzd/Engg/A-108/2024	
Name of Project	O&M of STP and lifting of STP effluent	
Name of Work	Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)	
Estimated Contract Value(INR)	₹0	
Package number	N/A	
Period of Completion/ Delivery Period (in months)	N/A	
Type of Product	WTP	
Bidding Type	OPEN	
Tender Category	PRODUCTS	
Currency Type	(INR)	
Default Currency	Indian Rupee - INR	
Evaluation Type	Tender Wise	
Evaluation Criteria	Based on Price	

(Transaction Fee Details		
	Transaction Fee Payable to 'AP	PTS '	The participating bidders have to pay a transaction fee of 0.03 % on the Total Cost + GST
	payable at Vijayawada .		as applicable.

Welcome to eProcurement - Tender Management System - Govt of

Tender Dates	
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Bid Document Download Start Date & Time	06/07/2024 11:25 AM
Bid Document Download End Date & Time	26/07/2024 05:00 PM
Bid Submission Closing Date & Time	27/07/2024 05:00 PM
Bid Validity Period (in Days)	90

Tender Inviting Authority Particulars		
Officer Inviting Bids	Administrative Officer	
Bid Opening Authority	Administrative Officer	
Address	Administrative Officer	
Contact Details	8333981193	
Email	ao@rguktn.ac.in	

Bid Security Details	
Bid Security/EMD/Proposal Security Amount(in INR)	Rs. 220000.00
Bid Security/EMD/Proposal Security in Favor of	The Director RGU IIIT Nuzvid
Mode of Payment	Online Payment, Challan Generation, BG

Process Fee Details

Process Fee	Process Fee Payable To
5000.00(INR)	The Director RGU IIIT Nuzvid

Required Tender Documents Details				
S.No	Document Name	Stage	Document Type	
1	Experience certificate of 3 years not less than 0.5 MLD as on date 31.03.2024	COMMON	Mandatory	
2	Valid GST certificate	COMMON	Mandatory	
3	Valid PAN copy	COMMON	Mandatory	
4	Income tax returns from AY 2021 22 to 2023- 4	COMMON	Mandatory	
5	EMD 220000	COMMON	Mandatory	
6	Tender processing fee 5000	COMMON	Mandatory	
7	List of clients with details	COMMON	Mandatory	
8	Valid registration certificate of three tankers	COMMON	Mandatory	
9	Valid insurance certificate of tankers	COMMON	Mandatory	
10	HMV driving license of three tankers	COMMON	Mandatory	
11	Signed Declaration certificate and Signed bidder information sheet	COMMON	Mandatory	

General Terms and Conditions / Eligibility

As per tender document

General Technical Terms and Conditions (Procedure)

As per tender document

Legal Terms & Conditions

As per tender document

Procedure for Bid Submission

Procedure for Bid Submission

Sch	Schedules Details		
S.No	Schedule ID	Schedule Name	View Details
1	1	STP O M and Lifting of effluent	6

View Tender Documents | View Item Details

Close

Server Time: 06/07/2024 11:26:19 AM

Ref. No: A/RGUKT/Nzd/Engg/A-108/2024

dt.:06.07.2024

SHORT TENDER INVITED

Through

E-Procurement

For

OPERATION AND MAINTENNACE OF 1MLD CAPACITY SEWAGE TREATEMENT PLANT BASED ON ACTIVATED SLUDGE PROCESS AND LIFTING OF EFFLUENT & SAFE DISPOSAL FROM 1MLD SEWAGE TREATMENT PLANT LOCATED AT, RGUKT-NUZVID, ELURU DISTRICT (REVERSE TENDER PROCESS)

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES NUZVID Mylavaram Road, Nuzvid-521202, Eluru Dist., A.P Phone No:8333981193

Proprietary & Confidential

No part of this document can be reproduced in any form or by any means, disclosed or distributed to form or by any means, disclosed or distributed to any person without the prior consent of the Administrative Officer, RGUKT- Nuzvid except to the extent required for submitting bid and no more.

Contents

Description	Page No.
Newspaper Advertisement	4
Time Schedule	5-6
Declaration	7
Invitation Bids	8-9
Technical requirement	10-11
Statement of important limits and values of bid	12-35
Financial Bid Statement	32
Checklist	32
Bidder Information	33
Mandate form	34
Refund of EMD	35

News paper advertisement





Date : 06/07/2024 EditionName : ANDHRA PRADESH(TADEPALLIGUDEM) PageNo :

Note:

After uploading of technical documents, the bidders are informed to submit the all the uploaded technical bid documents as per check list along with original Demand Drafts in respect of Bid Security and Bid document fee have to the below mentioned address otherwise the tender will not be evaluated, and document fee will be forfeited.

<mark>To</mark> The Administrative Officer, RGUKT-Nuzvid.

Time Schedule of various Tender related events

(Operation & Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost & risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process))

Bid calling date	06.07.2024 at 10.00 am	
Bid document downloading start date	06.07.2024 at 10.00 am	
Bid document download last date	26.07.2024 at 05.00 pm	
Last date & time for uploading of documents online	27.07.2024 at 05.00 pm	
Last date & time for submission of documents (hard copies)	29.07.2024 at 05.00 pm	
Technical bid opening date & time	31.07.2024 at 10.30 am	
Price Bid opening date & time	31.07.2024 at 11.30 am	
Bid Document Fee	Rs. 5000/- 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:	A/RGUKT/Nzd/Engg/A-108/2024	
Note If the data mentioned above because to be belided the measure will be		

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 ao@rguktn.ac.in or through letter head paper addressed to AO, RUGKT, Nuzvid on or before 15.07.2024. Queries received via any other mode 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. <u>www.rguktn.ac.in</u> as well as on e-procurement platform <u>https://tender.apeprocurement.gov.in</u>.
- 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 bidding process.
- 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, Nuzvid

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 (<u>https://tender.apeprocurement.gov.in</u>) at their e-mail address: contact@vupadhi.com, Phone: **08645-246370** / **71** / **72** / **73** / **74**

For any clarification and further details on the above tender please contact: 8333981193

FROM:

Dt.

To, The Administrative, RGUKT, Nuzvid-521 202

Dear Sir,

Sub.: Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)

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 here by declare that we have read through the entire document and it understand to me and I will abide to these conditions

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: A/RGUKT/Nzd/Engg/A-108/2024

Subject: Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)

- a. Bids are invited on the e-procurement platform from the eligible firms/contractors/Service providers as a single tender through Reverse Tendering process for "Operation & Maintenance of 1MLD Sewage Treatment Plant based on Activated sludge process and Lifting of effluent, safe disposal from 1MLD STP located at RGUKT- Nuzvid, Eluru 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.apeprocurement.gov.in.
- b. The contractor should submit the Technical bid and price bid in two cover only by duly stating Technical bid & price bid over the covers and these two covers should keep in master cover and submit to the RGUKT, Nuzvid.
- c. Bidders would be required to register on the e-Procurement market place "<u>https://tender.apeprocurement.gov.in</u>" 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.
- d. The bidders need to scan and upload the all the technical documents & DD's 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 self attested copies of all these uploaded documents of technical bid, signed undertaking of Tenderer should be submitted offline to Administrative officer, RGUKT, Nuzvid by 05.00 PM of 29.07.2024. The RGUKT, Nuzvid will consider only the bids submitted through online copies of the paper based bids.
- e. 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.
- f. 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. 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.
- g. RGUKT, Nuzvid 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.
- h. Note: For any clarification and further details of the above tender please contact Telephone no. 83339 81193.

- i. The Price Bid should accompany a DD **Rs.2,20,000/- (Rupees Two lakh and twenty 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.
- j. The work as a whole will be allotted in a single part to the bidder who is overall lowest in the merit order considering all items of work.

TECHNICAL REQUIREMENTS

1. ELIGIBILITY CRITERIA

- a. The Tenderer/Service provider should have the minimum experience of 3 years as on 31.03.2024 during preceding five years i.e. FY 2019-20 to FY 2023-2024 in the operation & maintenance of STP services not less than 0.5 MLD capacity in Public Sector Undertaking (PSU)/ Govt. Organization/educational institution like colleges/universities or any other commercial training centers ,etc
- b. The contractor shall furnish a copy of valid GST registration with Commercial Tax department
- c. The contractor should furnish copy of permanent account number (PAN) and copy of Income Tax returns for AY 2021-22, 2022-23 & 2023-24 submitted along with proof of receipt.
- d. The Tenderer/service provider shall submit the experience certificates along with technical bid, otherwise tender will be not valid.
- e. 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 bid, if required RGUKT-Nuzvid have every right to extend bid validity period further six months without change to bid value. If any Tenderer/Service Provider withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited.
- f. EMD of Rs. 2,20,000/- drawn in favour of Director, RGU IIIT Nuzvid to be valid for 6 months from the date of NIT
- g. List of clients with details and contact information
- h. Tender processing fee of Rs. 5000/- drawn in favour of Director, RGU IIIT Nuzvid
- i. Valid Registration certificate & Valid Insurance certificate of minimum three tankers
- j. Bidder should submit valid HMV Driving of license of three drivers
- k. Signed Declaration certificate & Signed Bidder information sheet should attach with tender

2. EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- 2.1. The tender should accompany with Earnest Money Deposit (EMD) for an amount of Rs. 2,20,000/- by way of Crossed Demand Draft Obtained from any Nationalized Bank in favor of to the Director, RGU IIIT, Nuzvid payable at Nuzvid.
- 2.2. 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.
- 2.3. The successful Tenderer will have to deposit a Security Deposit an amount of rate quotated for two months by Demand Draft on any nationalized bank at the time of concluding agreement.
- 2.4. 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.
- 2.5. If the party does not accept the work order issued by RGUKT, Nuzvid then EMD amount paid by the bidder will be forfeited.
- 2.6. Any pending dues against invoice or any other deposit lying with the RGUKT, Nuzvid 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.

- 2.7. 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.
- 2.8. The SD and EMD shall not bear any interest.

3. <u>SECURITY DEPOSIT</u>

- 3.1. The successful Tenderer/Service Provider shall pay security deposit (SD) an amount equal to the rate quoted for two months of the work
- 3.2. The Tenderer/Service Provider shall pay security deposit of an amount equal to the rate quoted for two months before the commencement of the contract work in form of a Crossed Demand Draft in favor of Director RGU IIIT, Nuzvid. Payable at Nuzvid, from any nationalized banks.
- 3.3. Security deposit shall not bear any interest.
- 3.4. 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 Claim Certificate" and "Site Clearance "certificate to this effect from the management of RGUKT, Nuzvid after verification of the fact will arrange for refund of SD.
- 3.5. 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, Nuzvid.
- 3.6. RGUKT, Nuzvid reserves the right to recover the charges or the penalty from the Security Deposit in the following circumstances-
- 3.7. If the Tenderer/Service Provider or its employees causes any damage or destroy any property belonging to RGUKT, Nuzvid.
- 3.8. 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.

JU.	NINALI	LIND	
	S. No	Name of the work	Contract period
	1	Operation, Maintenance of 1MLD	a. Initially for a period of one
		Capacity Sewage Treatment Plant	year or till completion of
		based on Activated sludge process	laying of permanent waste
		and lifting of effluent, safe disposal	water line from campus to
		at a faraway place with their own	Nuzvid outskirts whichever
		cost, risk in closed tankers from	is earlier.
		1MLD STP located at RGUKT, Nuzvid	b. If the above clause is
		in Eluru District (Reverse Tendering	unsuccessful, the Contract
		process)	period may be annually
			renewed for another 1 (one)
			more year at the discretion
			of RGUKT-Nuzvid

4. <u>CONTRACT PERIOD</u>

STATEMENT OF IMPORTANT LIMITS/ VALUES RELATED TO BID

Name of the Work	Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)
EMD	Rs. 2,20,000 (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, may be extended further period
EMD validity period	90 days from the date of opening of financial bid
Period of furnishing performance security deposit	Within 14days from date of receipt of award
Payment Terms	
Payment of Bill	Monthly payment after receiving the invoice bill and attendance particulars certified by the Concern authority within 15days from the date of submission of the bill.
Placing work orders	 RGUKT, Nuzvid 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-Nuzvid can split the order basing on the quoted price and service track record. The decision of RGUKT-Nuzvid is final in this regard.
Transaction fee	All the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A GST of 18.00% + Bank charges on the transaction amount payable to APTS shall be applicable. Corpus Fund: As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all works with ECV upto Rs.50 Crores, and Rs. 25,000/- (Rupees twenty- five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in

	favour of Managing Director, APTS
	The Managing Director, A.P. Technology Services Ltd.,
Transaction fee payable to	Hyderabad
Bid submission	Online
Bid document/processing fee (non	Rs.5000/ In favour of The Director, RGU IIIT, Nuzvid
refundable)	payable at Nuzvid.
Procedure for bid submission	 Bids shall be submitted online on https://tender.apeprocurement.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website https://tender.apeprocurement.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 or by self 6. The rates should be quoted in online only
Other Conditions	 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-Nuzvid, Mylavaram road, Nuzvid", by 05:00PM on 29.07.2024. The submitted tender shall be sealed separately by super scribing the "Technical bid & Financial bid". Both these bids shall be sealed in master cover and submitted to AO. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The RGUKT- Nuzvid shall not hold any risk on account of postal delay. Similarly, if any of 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. IIIT, Nuzvid will not hold any risk and responsibility regulating non-visibility of the

1 1 1 1
loaded documents. s that are uploaded online on e- will only be considered for Bid
ice to Contractors, Suppliers and ers (i) In the endeavor to bring total processes in e-Procurement, the d orders vide G.O.Ms.No. 13 dated. hitting integration of electronic vay of ICICI/HDFC/Axis Banks with platform, which provides a facility ng suppliers / contractors to ay the transaction fee online using ds.
tion will be done through reverse ess as per GO.Ms.No. 67 of Water orms) Dept Dt.: 16.08.2019 will be opened on 31.07.2024 at the AO, RGUKT, Nuzvid or his resentative. bids will be opened first on 10.30 am. The tenders will be is to ascertain the capability of the ecute work and also to assess dder satisfies the eligibility criteria the above clauses. of the bidder on technical grounds on the failure to meet eligibility by those bidders, who have fulfilled criteria specified in above clauses, ered and who does not fulfill the ria will not considered and their ejected. disputes raised by the unsuccessful pect of selection process and non- vard will have no legal validity and rceable against the RGUKT- Nuzvid. rrespondence will be entertained isqualification. d reserves the right to accept or all the tenders without assigning whatsoever. RGUKT- Nuzvid also ght to cancel the selection process e contract at any time. The decision

TENDER SCHEDULE

1. PREAMBLE

The Administrative officer, Rajiv Gandhi University of Knowledge Technologies Nuzvid invites short tender through AP E-Procurement for the service of "Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)".

2. SCOPE OF WORK

The Tender for following work as a single tender

"Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)"

3. RATES, TAXES AND DUTIES

The rate quotated by the contractor is cumulative and all the rates furnished in the tender shall be per cum/Kilo liter (1000liters) measured with water flow meter located at STP effluent pond inclusive of all workers charges, Income tax, Diesel charges, vehicles maintenance charges, maintenance of electro mechanical equipment 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

4. GENERAL CONDITIONS

- 4.1. 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.
- 4.2. 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.

- 4.3. The successful Tenderer/Service Provider whose tender is accepted shall, within fourteen days from issuing/ receiving the Letter of Acceptance, be required to deposit An amount equal to the rate quoted for two 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, Nuzvid and execute the Contract Agreement with the RGUKT, Nuzvid 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.2,20,000/-(Rupees Two lakh and twenty thousand only) of EMD shall stand forfeited , without prejudice to RGUKT, Nuzvid right to rescind the contract and other rights and remedies warranted by the law.
- 4.4. 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 and the firm will be blacklisted.
- 4.5. The Tenderer/Service provider 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/Tenderer/Service provider" and the RGUKT, Nuzvid shall be known as "RGUKT, Nuzvid/AO, RGUKT-Nuzvid".
- 4.6. Initially the contractor period is one year only or till completion of laying of wastewater line from the campus to Nuzvid outskirts whichever earlier. However, the Contract may be extended for a further period 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 & without price escalation. The Administrative Officer of the RGUKT, Nuzvid 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.
- 4.7. 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
- 4.8. 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 RGUKT, Nuzvid authorities 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.

- 4.9. The quoted tender percentage shall include compliance by the contractor 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/GST, 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.
- 4.10. The Tenderer/Service provider shall be responsible for entire plant operation and maintenance which includes consumables, workers' salaries, workers attendance, daily plant running information in log books minor and major repairs in the plant without fail in time.
- 4.11. All the replacement material should be ISI or equality marked only.
- 4.12. In the event of refusal to carry out work by the successful Tenderer/Service provider on any grounds, its earnest money/ security deposit shall be forfeited.
- 4.13. All the payments of bills for the work shall be made through cheque's/online/CFMS payment only.
- 4.14. The material required for replacement of damaged electrical and other parts, etc. shall be entirely supplied by Tenderer/Service provider.
- 4.15. 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.
- 4.16. 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. The resultant contract will be interpreted under Indian laws.
- 4.17. 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.
- 4.18. The Tenderer/Service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to workers engaged by them. RGUKT, Nuzvid shall, in no way, be responsible for settlement of such issues whatsoever.
- 4.19. The RGUKT, Nuzvid shall not be responsible for any damages, losses, theft, claims, financial or other injury 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.
- 4.20. The workers deployed by the Tenderer/Service provider shall not claim nor shall been titled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees during or after expiry of the contract period.

- 4.21. 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, Nuzvid.
- 4.22. The Tenderer/Service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to RGUKT, Nuzvid to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 4.23. The Tenderer/Service provider has to enclose certified copy of Tax Challan, Income tax as applicable from time to time will be deducted while making every payment. GST or any other tax will be the responsibility of the Tenderer/Service provider. Bill should be tax invoice.
- 4.24. In case, the Tenderer/Service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RGUKT, Nuzvid is put to any loss / obligation, monetary or otherwise, RGUKT, Nuzvid 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.
- 4.25. If any worker wants to go on leave, they shall inform well in advance to the officer in-charge of Maintenance at the RGUKT, Nuzvid and alternative proper arrangements shall be made by the Tenderer/Service provider.
- 4.26. During plant Operation and maintenance all minor and major works will be covered under contract without any additional cost (i.e Free of cost).

5. <u>INCOME TAX</u>

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. 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

7. INSTRUCTION TO BIDDERS

- 7.1. 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.
- 7.2. Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.
- 7.3. Tenderer/Service provider is 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.
- 7.4. 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.
- 7.5. The Administrative Officer, RGUKT, Nuzvid will notify the bidder whose tender has been accepted.

- 7.6. The successful bidder shall execute an agreement with RGUKT, Nuzvid on Nonjudicial 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.
- 7.7. The Administrative Officer, RGUKT, Nuzvid reserves the right to issue instructions / modifications at any point of time before conclude of agreement.
- 7.8. Tenderer/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.
- 7.9. The Tenderer/service provider shall be responsible to see that no accident/ mishappening in whatsoever manner during course of contract.
- 7.10. All the payments of bills for the work shall be made through cheque's/online payment only.
- 7.11. The material required for replacement of damaged electro mechanical items and other parts, etc. shall be entirely supplied by the TENDERER/SERVICE PROVIDER.
- 7.12. 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, Nuzvid
- 7.13. The Tenderer/Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to RGUKT, Nuzvid to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 7.14. In case, the Tenderer/Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RGUKT, Nuzvid is put to any loss / obligation, monetary or otherwise, RGUKT, Nuzvid 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.

8. LIQUIDITY DAMAGE

- 8.1. If Tenderer/Service provider fail to properly perform duties in O&M work, for non-satisfactory reason, an amount of Rs.3000/-(Rupees Three Thousand only) per day will be deducted from the bills as penalty charges. If RGUKT, Nuzvid notice that the Tenderer/Service provider is not attending any part of work or whole within reasonable period of time RGUKT-Nuzvid reserve the right to execute the work and the cost incurred from such work shall be deducted from the Tenderer/Service provider bills.
- 8.2. Any part of equipment shall be repaired & replaced within 1 week of time or to such an extent of time not to stop or hamper satisfactory working of the plant. Failing to comply shall result a penalty of Rs.5000/- per day, which shall be deducted from Tenderer/Service provider bills.
- 8.3. 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.
- 8.4. If lifting of effluent in between 80-95% of total quantity- penalty of 5% on agreement value will be levied

- 8.5. If lifting of effluent in between 50-80% of total quantity- penalty of 15% on agreement value will be levied
- 8.6. If lifting of effluent <50% of total quantity, termination of contract and SD will be forfeited.
- 8.7. In no case the sewage water pond, treated water pond and STP chambers should not overflowed. If any such conditions arrived or any complaints received from the besides villagers/Nuzvid municipality a penalty of 5% of monthly bill will be levied per day for first time and a penalty 10% of monthly bill will be levied per day for 2nd time and the contract will be terminated for the 3rd time.

9. SCOPE OF THE WORK

The scope of work under the contract includes the following:

- 9.1. The scope of this work is comprehensive in nature. It begins from the Lateral sewer lines of the buildings to safe disposal of the treated effluent.
- 9.2. Operation of the Sewage Treatment Plant is in 3 shifts for handling domestic sewage of the RGUKT, Nuzvid.

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

- 9.3. The contractor should maintain all chambers/manhole and sewerage lines in the entire campus. The contractor should maintain clean and hygienic in and around the chamber/manholes though out of the contract period.
- 9.4. For maintenance and regular cleaning of chambers, the contractor should depute separate manpower (at least 6 in number with ample tools for executing the task) for regular checking of chambers and need to keep tools for cleaning of chambers/manholes.
- 9.5. Adequate care should be taken during handling of chambers/manholes cleaning or maintenance activities for safety.
- 9.6. Day to day maintenance of various units, machines, motors, pumps, valves, piping system, MCB, cables & earthing systems, repair and replacement, as required of small components, wires, glands, packing & all sorts of hard wares.
- 9.7. The Tender/service provider should operate & maintain lateral sewer lines chambers at building premises, sewer lines from source to plant including the manholes etc., grit chamber, collection well, pumping motors, parshall flume, aerators, aerator motors, clarifier, sludge sump, sludge sump motors, drying beds, chlorination contact tanks along with this Tender/service provider should maintain cleanses at collection well, parshall flume, surrounding of STP plant from septic tanks through out of contract and as instruction given by the RGUKT, Nuzvid.
- 9.8. Regularly cleaning of screen chambers, clarifier and chlorination contact tanks.
- 9.9. The Tenderer/Service provider should maintain workers attendance, plant running information in log book, plant repair information. The above said record shall signed by the concerned operator and same shall be certified by the RGUKT, Nuzvid Authorities.
- 9.10. Regulation of the operation of sludge drying beds ensuring even spread of sludge, collection of dried sludge, and reactivating the drying beds.
- 9.11. Regulation of the duty timings of sludge and treated effluent pumps.
- 9.12. Monitoring the sewage at the entry screen chamber of STP.

- 9.13. Monitoring of pumps and MCB including maintaining daily log sheet recording performance of each equipment besides Electrical data like supply voltage, current drawn by each equipment etc.
- 9.14. Checking/Lubricating moving components once a week or as recommended by the equipment manufacturer/ supplier.
- 9.15. Collection, testing & recording of test results of treated sewage once in a month, collection and testing of samples shall be done by a competent engineer/chemist having sound knowledge of the system performance and ISI laid down parameters for treated sewage. A copy of relevant ISI specifications showing permissible limits of treated sewage shall be maintained on site by the contractor for Reference. If required, RGUKT- Nuzvid will test the treated water on behalf of contractor, but the necessary charges shall be borne by contractor only.
- 9.16. Monitoring the system functioning during rainy season and ensuring that the storm water flowing into the sewage system is handled effectively through the overflow connection provided in the 1st M H chamber before the screen chamber including blocking of influent by inserting dead screen in place of bar screen.
- 9.17. Experienced operator shall be made available on site round the clock for monitoring the functioning of STP. One qualified and experienced engineer shall be assigned to the STP who will visit the site at least once in a week and ensure smooth functioning of the plant. Such an engineer shall be available on phone.
- 9.18. Arranging all major components requiring repair / replacement with prior consent and approval of the authorized RGUKT, Nuzvid officers.
- 9.19. The contractor shall guarantee prompt repair/replacement of components referred under 18 above to ensure minimum interruption in all probability, the contractor will required to arrange repair and or replacement of such damaged components the same day.
- 9.20. Maintain on site minimum one-month inventory of all consumable hardware and other small components within the contracted amount.
- 9.21. Repair and maintenance replacement of damaged components of illumination and ventilation system of Sewage Treatment Plant.
- 9.22. Arrange and keep in stock chemicals required for Treated effluent sample analysis.
- 9.23. The contractor should arrange necessary nutrients daily to STP, the same shall be arranged by the contractor with his own cost.
- 9.24. This will be all inclusive contract i.e. inclusive of wages and allowances for contractor's staff, Labour charges for day to day and periodical maintenance, repairing, replacement including cost of consumables, hardware's and small value components contractor's over- heads and profits etc. No additional amount on any account will be admissible unless specified otherwise.
- 9.25. With-in the accepted/ agreed contract amount, contractor shall provide adequate tools, tackles and preventive gears to his staff or ensuring smooth and un-interrupted system performance round the clock.
- 9.26. The STP is also provided with emergency power supply. In case of power failure it will be the responsibility of the operator on duty to ensure prompt switch over to emergency power supply.
- 9.27. The operator shall be required to record the duration of interruption in system operation during power failure the information should be certified by RGUKT, Nuzvid officers.

- 9.28. The contract or shall be required to keep his staff fully insured against any mishap or accident and shall keep the client (RGUKT, Nuzvid) indemnified against any claim on any such account.
- 9.29. During the period of vacation for institute, the monthly maintenance charges will not be paid unless the services are taken on emergency as per the instructions from the RGUKT-Nuzvid authorities.
- 9.30. The Tenderer/Service provider shall maintain the STP premises clean and beatified manner.
- 9.31. The Tenderer/Service provider needs to maintain the outflow channel in clean and free flow condition from outlet point.
- 9.32. The Tenderer/service provider daily clean the Inlet chambers, grit chambers and screens
- 9.33. The Tenderer/Service provider employs should wear the uniform.
- 9.34. The Tenderer/Service provider should check and maintain the sewer lines and inspection chambers.
- 9.35. 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.
- 9.36. The contractor should dispose effluent minimum 3km radius away from institute premises
- 9.37. The Tenderer/Service Provider shall mobilize necessary vehicles and crew to lift the 1200cum (12,00,000 litters, 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.
- 9.38. 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.
- 9.39. A driver with HMV License shall be engaged for truck driving.
- 9.40. 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.
- 9.41. The contractor/service provider shall be responsible to see that no accident/ mishappening in whatsoever manner during lifting and transportation of the effluent.
- 9.42. The contract value including of transportation of tankers.
- 9.43. The Tenderer/Service Provider shall has to arrange their own Motor, Stator board, Cables, pipes, generators etc. electrical items at his own cost. RGUKT-Nuzvid no way responsible for the provision of items
- 9.44. 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-Nuzvid no way responsible for provision of generator connection
- 9.45. 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.
- 9.46. 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.

9.47. During course of contract period all the electricity charges consumed at Sewage Treatment plant and at for Lifting of effluent from the open pond shall be borne by the contractor/Tenderer/service provider. RGUKT Nuzvid shall not provide electricity at free of cost.

10. <u>RESPONSIBILITES OF THE TENDERER/ SERVICE PROVIDER</u>

- 10.1. The Tenderer/Service provider shall responsible for maintain neat and greenery in and around the STP & Septic tank location areas. If Tenderer/Service provider fails to maintain these conditions a penalty of Rs.2500/- per day shall be levied.
- 10.2. 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, Nuzvid property.
- 10.3. 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, Nuzvid 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, Nuzvid for such damages. The amount of damages quantified at the discretion of the RGUKT, Nuzvid shall be final & binding on the Tenderer/Service provider. The RGUKT, Nuzvid shall be at liberty to deduct such amount of damages from any dues payable to the Tenderer/Service provider.
- 10.4. 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 negligent 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, Nuzvid 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.
- 10.5. It shall be the responsibility of the Tenderer/Service provider to ensure that all electrical equipment's and control valves of system are put on and off properly at the areas whenever instructed by RGUKT, Nuzvid officials. If at any time, it is found that the staff of the Tenderer/Service provider entrusted for doing this job is negligent leaving the electrical equipment's and control valves of plant "ON" resulting into wastage of water and energy, the Tenderer/Service provider shall be imposed with a penalty in the range of Rs.1000 to Rs.3000/- as may be assessed in this regard.
- 10.6. 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, which shall be subject to inspection & verification by the authorized representative of the RGUKT, Nuzvid.

- 10.7. 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, Nuzvid all material and equipment's supplied by the RGUKT, Nuzvid to it and shall discontinue use of and hand over peaceful possession of the RGUKT-Nuzvid premises together with fixtures and articles in good condition, to the satisfaction of the RGUKT, Nuzvid.
- 10.8. The quality of work at all stages should be as per the Indian standards laid down and explained to the Tenderer/Service provider by the RGUKT, Nuzvid. It is made clear that there cannot be any compromise in the quality of work and it shall be the responsibility of the Tenderer/Service provider to ensure that the standards laid down from time to time are strictly maintained.
- 10.9. The Tenderer/Service provider 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 stand terminated. In the event of such a termination, the Tenderer/Service provider shall not be entitled to make a claim for any compensation or damages against the RGUKT, Nuzvid and the RGUKT, Nuzvid shall not be liable to pay any such compensation or damages to the Tenderer/Service provider.
- 10.10. 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, Nuzvid 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, Nuzvid.
- 10.11. 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.
- 10.12. 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, Nuzvid 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.
- 10.13. The quoted tender percentage shall include compliance by the contractor 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. The Tenderer/Service provider shall be responsible for entire plant operation and maintenance which includes consumables, workers' salaries, workers attendance, daily plant running information in log books minor and major repairs in the plant without fail.

- 10.14. The Tenderer/Service provider shall at all time indemnify the RGUKT, Nuzvid 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, Nuzvid in connection therewith. The RGUKT, Nuzvid 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.
- 10.15. 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, Nuzvid will serve a notice in writing on the Tenderer/Service provider rescinding the contract where upon the security deposit shall stand forfeited to RGUKT, Nuzvid without prejudice to other remedies against the Tenderer/Service provider.
- 10.16. The Tenderer/Service provider appoints a qualified engineer and should have working experience in handling of entire 0&M Plant.
- 10.17. The Tenderer/Service provider shall be responsible for taking good care of all equipment's. They will employ only experienced operators who have worked atleast for two year in similar type of works relates O&M of STP. The Tenderer/Service provider will have to intimate the details of persons employed to RGUKT-Nuzvid authorities. These need to be approved.
- 10.18. The Tenderer/Service provider shall employ following required number of operators for carrying out the jobs specified in the tender and as per following shifts for rendering satisfactory services

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

- 10.19. 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.
- 10.20. The Tenderer/Service provider should furnish the maintenance schedule every week to the RGUKT, Nuzvid Authorities, if required.
- 10.21. All personnel employed by the Tenderer/Service provider shall be medically fit and in good health.
- 10.22. All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of the RGUKT, Nuzvid. However all formalities required for obtaining/renewing them will be done by the Tenderer/Service provider on behalf of the RGUKT, Nuzvid.
- 10.23. 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 Tenderer/Service provider.
- 10.24. The Tenderer/Service provider shall indemnify RGUKT, Nuzvid 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, Nuzvid and the Tenderer/Service provider against such risks and deposit such policy or policies with RGUKT, Nuzvid.

- 10.25. The Tenderer/Service provider shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act(Regulation and Abolition Act)1970, the Minimum WagesAct,1948, Under minimum wage act 1948, Payment of Wages Act,1936,Employees Provident Fund and Miscellaneous Provisions Act 1952, the E.S.I. Act and such other statutory enactments, rules and regulations laid down by the government or local body in force /coming into force which may apply to this agreement and any liability on account of non-compliance or violation thereof shall be the Tenderer/Service provider's responsibilities.
- 10.26. The employees employed by the Tenderer/Service provider shall be its employees and the RGUKT, Nuzvid 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.
- 10.27. During course of contract RGUKT-Nuzvid right to suspend/reduce the maintenance services, if it is required, in such case one month prior notice shall be issued to contract.
- 10.28. If the Tenderer/service provider continuously fail to execute the work as per agreement or to the satisfy of RGUKT-Nuzvid, RGUKT-Nuzvid can terminate L-1 agreement and award the work to L-2 on same terms and conditions.
- 10.29. 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.
- 10.30. The tenderer/Service provide 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. Under any circumstances, the outlet and septic tank should not be overflowed.

11. <u>STATUTORY LIABILITIES OF THE TENDERER/ SERVICE PROVIDER</u>

- 11.1. 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.
- 11.2. In case of material loss etc., the Tenderer/Service provider will keep the Employer/RGUKT, Nuzvid indemnified against all such risks.
- 11.3. The Tender/Service provider shall comply with all the statutory requirement in respect of engaging the personnel, their service condition, rules and regulation 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. shall be that of the Agency, and RGUKT, Nuzvid shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- 11.4. The Tender/Service provider shall keep the RGUKT, Nuzvid indemnified against all the losses, damages or liability arising out of or imposed in pursuance of any violation by the Tender/Service provider of / under labour laws & the rules there under or of any prosecution or award made by court of law or other authorities specifically under the Industrial disputes Act-1947.

- 11.5. The RGUKT, Nuzvid shall be no indemnified from all the liabilities, what so ever created under the workmen compensation Act / ESI Act in respect of any injury suffered by the worker employed by the Tender/Service provider or resulting in death / fatal accident etc.
- 11.6. All labour and / or personnel employed by the Tender/Service provider 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 Tender/Service provider and the RGUKT, Nuzvid 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.
- 11.7. The Tender/Service provider shall fully indemnify the RGUKT, Nuzvid against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provision of any of the labour laws to the extent they are applicable to the establishment / work at RGUKT, Nuzvid premises.
- 11.8. The Tender/Service provider shall not employ any person below the age of 18 years. The Tender/Service provider shall indemnify the RGUKT, Nuzvid from and against all claims and penalties which may be suffered by the RGUKT, Nuzvid by reason of any default on the part of Tender/Service provider to observe and / or in the performance of the provisions of Employment of Children Act XXVI of 1938 OR any re-enactment or modification of the same.
- 11.9. The Tender/Service provider shall at all time indemnify the RGUKT, Nuzvid 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, the RGUKT, Nuzvid shall be at liberty to with hold such amount from the bills of the Agency and also deposit the same with Commissioner under the W.C. Act.
- 11.10. The Tender/Service provider 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 decide upon by the appropriate authority.
- 11.11. In case of material loss etc., the Tenderer/Service provider will keep the Employer indemnified against all such risks.
- 11.12. 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.

12. INDEMNFICATION 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.

13. <u>PAYMENT TERMS</u>

- 13.1. The Tenderer/Service provider shall submit bills once in a month against the quantity of water disposed measured in water flow meter fixed at STP open pond.
- 13.2. The Tenderer/Service provider shall submit an invoice in an acceptable proforma and in accordance with the rates quoted in price bid.
- 13.3. The payment shall be released work to measurement lifted in closed tankers measured by water meter reading or energy meter reading or other alternative method deemed to be fit.
- 13.4. In exceptional cases, if work is not done through closed tankers, payment shall be made as per actual quantity lifted measured either by energy meter reading or other alternative method deemed fit by the institute.
- 13.5. 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/online transactions.
- 13.6. Income tax will be deducted by the RGUKT, Nuzvid 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.
- 13.7. 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.
- 13.8. The Tenderer/Service provider should submit the certified workers attendance, lab test report, log books along with running bills. The required lab test shall be conducted by RGUKT, Nuzvid on behalf off Tenderer/Service provider and for this necessary charges shall be borne by Tenderer/Service provider.

14. <u>PAYMENTS TO BE MADE TO THE WORKERS/SUPERVISORS BY THE</u> <u>TENDERER/SERVICE PROVIDER</u>

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.

15. FORCE MAJEURE

- 15.1. 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.
- 15.2. 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.

16. TERMINATION

The contract can be terminated

- 16.1. By either without cause, after giving to the other party at least one calendar month written thereof
- 16.2. 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.

17. <u>DISPUTES</u>

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.

18. <u>DISCLAIMER</u>

- 18.1. Even though adequate care has been taken in the preparation of this Tender Schedule the Tenderer/Service provider should satisfy himself that the Schedule is complete in all respects.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.

19. <u>REJECTION OF TENDERS</u>

- 19.1. The Administrative officer, RGUKT, Nuzvid reserves the right to cancel the tender process and reject all tenders at any time prior to the conclude of agreement without thereby incurring any liability to the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.
- 19.2. No bidder is entitled to withdrawn his offer after submission. Incase such withdrawal; EMD deposited along with the tender schedule will stand forfeited.

19.3. 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 the forfeited. Decision of the Administrative officer, RGUKT, Nuzvid in this regard is final and binding on the Tenderer/Service Provider.

PRICE BID

Ref. No: A/RGUKT/Nzd/Engg/A-108/2024

Cover 'B' should contain the following documents

Short tender invited for "Operation & Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)"

S. No	Item Description	Unit	Price
1	Operation, Maintenance of 1MLD Capacity Sewage Treatment Plant based on Activated sludge process and lifting of effluent, safe disposal at a faraway place with their own cost, risk in closed tankers from 1MLD STP located at RGUKT, Nuzvid in Eluru District (Reverse Tendering process)	Per Kilo Liter/cum	Amount in words:

Bidder (Signature, stamp & date)

<u>CHECKLIST</u>

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

S. No	Particulars	Yes	No
1	Experience certificate as mentioned in the tender document		
2	Copy of valid GST certificate		
3	Copy of valid PAN		
4	IT returns from AY 2021-22 to 2023-24		
5	EMD of Rs. 2,20,000/-		
6	Crossed Demand Draft from National Bank towards EMD		
7	List of clients with details with contact information		
8	Tender processing fee of Rs. 5000/-		
9	Valid Registration certificate of three tankers		
10	Valid Insurance certificate of three tankers		
11	HMV Driving license of three drivers		
12	Signed declaration & Bidder information sheet		

Cover 'A' should contain the following documents

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

Bidder

Bidder Information

1	Name of the Firm	
2	Year of Establishment	
3	Registered Office address	
4	Contact details	
5	Email	
6	Authorized person details along with authorization certificate	

MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE/ELECTRONIC FUND TRANSFER

To The Administrative Officer, RGUKT- Nuzvid.

Sir,

Kindly pay any amount due to me/us to my/our Bank account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

- 1. Name of the Bidder :
- 2. Name of the Bank :
- 3. Name of the Branch :
- 4. Nature of Account :
- 5. Account Number :
- 6. Bank Code (IFS Code) :
- 7. Address :

Date: Signature of Bidder

The information furnished above is correct as per our records.

Signed and understood by me/us Signature of contractor

From

To The Administrative Officer, RGUKT, Nuzvid.

Sir,

Sub: Tender for Operation and maintenance of 1MLD capacity sewage treatment plant based on activated sludge process and lifting of effluent & safe disposal from 1MLD STP located at RGUKT, Nuzvid

Ref: 1) RGUKT, Nuzvid Tender Notice No. A/RGUKT/Nzd/Engg/A-108/2024
2) Our Tender dated 06.07.2024.....

In case our tender for Operation and maintenance of 1MLD capacity sewage treatment plant based on activated sludge process and Lifting of effluent & safe disposal from 1MLD STP located at RGUKT-Nuzvid, the Earnest Money Deposit remitted by me/us may please be refunded at the earliest. An advance stamped receipt for the amount is enclosed herewith.

Yours faithfully

Advance Stamped Receipt

Date: Signature:

Name& Address.