**Terms and Conditions for STP Tender:**

**1)** Specification and Drawings Submission: The vendor must submit detailed specifications and drawings of the proposed 100 KLD STP (Sewage Treatment Plant) work for evaluation and approval.

**2)** Technology Options: The vendor has the freedom to propose rates with any suitable technology for the STP project.

**3)** Treated Water Quality: The treated water produced by the STP should meet the standards for portable water. The vendor must ensure that the treated water is safe for consumption.

**4)**Submission of Complete BOQ: The vendor is required to submit a complete Bill of Quantities (BOQ) along with the rates for all items involved in the STP construction.

Specifications and Plans: The construction of the STP will be carried out in accordance with the approved plans and specifications provided by the owner. The actual quantities of work will be measured on-site

**5**) **Specifications and Plans**. The Work will be constructed in accordance with the plans and specifications which have been examined and approved by the owner. The actual quantity will be measured as per site.

a) The date of commencement of work will be within 7 days after issuing the work order.

b) The quantities of work can be increased or decreased without assigning any reason.

c) Tax & Govt. levies will be deducted as applicable.

d) Time of completion – 3 Months

**6)** **RETENTION MONEY:**

**a)** In addition to the performance guarantee mentioned in the tender document, retention money shall be deducted from running account bills at 5% of gross value of certified work.

**b)** If the contractors do not carry out the rectification work during the Defects Liability Period, the School shall have the right to get such defective work rectified after giving due notice in writing to the contractors and recover the cost of repairs from the money so retained.

**c)** The retention amount will be released upon completion of 12 calendar months from the date of acceptance of Virtual Completion within 15 days after adjusting all dues if any from the contractor.

**7)** Penalty @ 5% of the total bill shall be imposed as penalty in case the work is not finished and contractor leaves the work.

**8)** The rates quoted shall be inclusive of all taxes and charges, nothing extra will be paid for any kind of other taxes/charges.

**9)** The School can terminate this agreement by giving one month notice.

**10)** Contractor will bear and be responsible for all statutory liabilities such as PF, ESI etc as applicable. Challans of PF, ESI payment can be demanded by school for inspection.

**11)** The contractor shall indemnify the client with the loss suffered, if any, if the contract is terminated by any action of the contractor. The loss can be recovered by forbidding the security deposit.

**12)** **Labour and Material** - Contractor shall pay all valid charges for labor and material incurred by the Contractor and used in the construction of Work Contractor will take all safety measures and will be responsible for any accident /incident and other liabilities related to accident / incident.

**13)** **Extra Work -** In event that the owner directs any modification or addition to the work covered by this Contract, the cost shall be added to the Contract price. Requests for extra work should be made in writing, but Contractor shall be entitled to be paid for extra work confirmed in writing. Expenses incurred by Contractor because of unusual or unanticipated conditions shall be paid by Owner as extra work. Any change in order forms shall be signed by the Headmaster.

**14)** **Subcontracts**. Contractor shall not subcontract any portion of the Work. The school shall not be liable to pay any amount to sub-contractor, vendors or any agency which is engaged with contractor.

**15) Warranties**. Contractor shall cause suppliers to issue any warranties or guarantees directly to the Owner, if possible.

**a.** If any supplier’s refuses to issue warranties or guarantees directly to Owner, Contractor hereby assigns such warranties and guarantees to Owner if they are assignable. All the warranties or guarantees of any equipment installed at site shall be directly in the name of client /School.

**b.** Defect liability for the period of twelve months will be applicable - Except for materials covered by supplier warranties, Contractor warrants to repair any defects in material and workmanship which appear within one year from date of completion of the Work. The Owner shall give notice of any defect within 15 days from discovery of such defect.

**16)** **Laws and Permits**

(a) Contractor will perform the Work in compliance with applicable laws.

(b) Contractor will procure, at his expense, a building permit for the Work, if required.

**17)** **Clean-up.** Upon completion of Work, before leaving the Property, Contractor shall remove all surplus materials, containers and rubbish from the Property and shall leave the Property clean and ready for occupancy.

**18)** All material entering the gate will be entered in the register kept at the entry gate. The onus of correct entry will be of contractors. No representation in this regards will be entertained by the school.

**19)** Contractor will make own arrangements for storage and safety of material at site.

**20)** Electricity will be provided at one point to contractor via a sub meter installed and will be charged accordingly.

**21)** Water will be in the scope of contractor own arrangement basis.

**22)** Payment will be made on the Tax Invoice issued by your firm. GST will be paid on the basis of actual GST mentioned in Tax Invoice. Document/Proof of GST will be required at the time of release of payment.

**23).** Statutory deduction of TDS, LabourCess, or any other tax levied by Government will be applicable.

**24.)** All items of work order are with material, labour, tools, plant & machinery to be provided by the contractor at his rates included in this work order.

**25)** In case of any accident during the course of construction the contractor shall be solely responsible for the same and the school management and authorities have no onus or responsibility in case of any accident.

**26)** Non BOQ Item if any due to alteration, addition or change in drawings, the rate shall be approved within six days by the committees or school Management.

**27)** Payment Terms & Condition-

a) RA Bills - 75 % payment shall be released after certification of the project manager.100 % payment of the RA bill shall be released after certification of Technical committee.

b) 75 % Material advance of the value of material brought to the site shall be paid to the contractor. Recovery shall be done in next 2 RA bills.

c) Liquidated Damages for Delay-2.5 % per month up to max. Of 5% of Contract value.

d) Period of Final Measurement-1 month from date of official notification by the contractor for completion of work

e) Frequency of running bills – twice in a month.

f) Escalation - No escalation shall be payable.

g) Defects Liability Period -12 Months from the date of issuance of virtual Completion certificate.

h) Retention Money -5% of each R.A. payment

28) BEFORE QUOTING BIDER CAN BE VISIT SITE

29) **a)**The design of the plant should be to meet the outlet parameters of recyclable for gardening application

**b.** A neat and clean environment may be maintained around the plant.

**c.** To Furnish detailed structural design, drawings and specifications of the plant.

**e.** To furnish a guarantee for 1 years for performance of the plant subject to O&M as per OEMs manual, and to maintain the plant for a period with AMC of Three years from the date of virtual completion on from the date of commissioning of the plant. During this period the effluent should meet the assured quality parameters when tested in a reputed lab of management’s choice as per guidelines of CPCB/HPPCB.

**f.** The total completion period shall be 3 months from the date as mentioned in the award letter.

**2. Tender Submission**

Tenders must be submitted by super scribing the name of work “Design, installation, testing and commissioning of Sewage Treatment Plant at THE LAWRENCE SCHOOL KASAULI. The super scribed main cover should contain 2 covers namely Cover I & II.

**Cover I** should contain pre-qualification documents, detailed treatment process, Layout drawings and technical specifications, Land required, Electricity Consumptions, Chemicals required etc

1. Authorization letter should be attached by the Manufacture/Company / Technology Provider

2. Technical data sheet (All motors and Pumps should be 1W+1SB), Process Flow diagram and Plot plan, all technical document should be duly ink signed and stamped from the OEM, from which authorization is taken by the bidder.

3. Tender book for the project duly filled up and signed on all pages.

4. ESI, PF & Service tax registration copies.

**Cover II** should contain the price bid quoting prices in given schedule including all costs, taxes, civil & electrical works, cost of mechanical parts etc. with break up details as per given Performa.

**LAST DATE FOR SUBMISSION OF TENDERS: 20.06.2023**

**04. DEFECTS LIABILITY PERIOD**

Any defect developed within ‘Defect Liability Period’ of Twenty four months will have to be rectified by the Bidder / Contractors at their own cost and in case the defects are not rectified by the bidder, the Director, or their representatives shall get the work done at the risk and cost of the Bidder/Contractor. The bidder shall operate & maintain the plant for one year. In addition the bidder has to give guarantee for the performance for 1 yrs for performance of the plant subject to O&M as per OEMs Manual, for which he has to execute a performance guarantee bond. And warranty certificate from original manufacturer as our approved makes shall require before final handover the plant..

**06. LIQUIDATED DAMAGES:**

Employer shall levy liquidate damage at the rate of 0.5% (half) of the total contract value per week of delay, up to a maximum of 10% (Ten percent) of the total contract value after which the contract shall stand cancelled

**07. BIDDER / CONTRACTOR’S STORE AND SITE OFFICE**

Suitable area near the site of work shall be allowed to the bidder / contractor free of cost for storing his tools and plants, materials and for his site office. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft, fire etc. the contractor however will have to dismantle the sheds and vacate the land of all debris etc. at his own expense after completion of work and clear the site to the satisfaction of Engineer-In-Charge

 **CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT**

**PREAMBLE**

**1. GENERAL:**

**a.** This tender is called on “Turnkey” basis. The scope of work and specifications for each items are described in the “TECHNICAL SPECIFICATIONS”. The Tenderer has to carryout all the works required to complete the treatment Plant in all respects and operating the plant for an initial period of 12 months and give performance trails. Major items of the total work shall be identified and given in price Schedule. Tenderer has to understand well all the associated works and include the prices in that item it. No extra shall be paid on any account. Filling in of prices as per the schedule given is mandatory. Lump sum quotations for the entire work shall not be acceptable.

**b.** Technology Of Sewage Treatment Plant Should be suitable technology as per Site conditions and should be minimum civil Work, Designing and Preparation of detailed working Drawings. Survey work, if any required are all included in the Tenderers scope. Quoted cost shall include all the above. No extra payment shall be made on any account.

**c.** The NIT Reserves the right to get the designs submitted by the agency checked for its successful treatment of the inflow sewage to meet the desired parameters after the treatment through any reputed agency.

**2. PREMABLE TO CIVIL WORKS:**

Quoted price shall include for designing, preparation of detailed working drawings, obtaining approvals, providing as per approved drawings, clearing of site after completion of work, making connections with up-streams and down-streams units, giving hydraulic and performance test, furnishing as built drawings and operation manual etc., including as per detailed specifications.

**3. PREAMBLE TO EQUIPMENTS:**

**a.** Quoted price shall include for designing preparation of detailed working drawings, fabrication, and transportation to site, installation, testing, commissioning and final painting etc., complete.

**b.** Price of pumps shall be inclusive of civil foundation work, motor base plate, coupling, foundation bolts suction and delivery piping with special valves, etc., as well as giving performance tests at site.

**c.** MS pressure sand filter, Activated Carbon filter, Blowers, Sludge Handling, system with Filter press and Dosing pumps of one of the specified make with all internal fittings, frontal piping, valves, pressure gauges including the civil foundation for placing the units and final coat of painting and all other appurtenances connected with the work etc., complete are to be included in the quoted price.

**4. PREAMBLE TO INTERCONNECTED PIPING WORKS:**

Quoted price shall include for providing all the piping materials, special fittings, giving hydraulic tests, excavation of trenches for laying, back filling, etc., complete.

**5. PREAMBLE TO ELECTRICAL WORKS:**

Quoted price include for supplying the required starters, MCC’s required sizes of cables, earthing excavating of cable trenches for laying, back filling, etc., complete.

**NOTE:** Tenderer to quote separately for operating & maintenance of the plant for five year after the end of trial run period.

**7**. The design of the plant should be ecofriendly. Only natural growth of microorganism which feed on the effluent and air is essential as the basic requirement. Use of chemicals is restricted for disinfection only.

**8.** A neat and clean environment may be maintained around the plant.

**9.** It shall ensure simple operation with minimum maintenance cost.

**10**. Detailed designs, drawings, maintenance manual and specifications of the plant shall be furnished.

 **LABOUR RULES**

In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970. Minimum wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislations and rules of the State and/ or Central Government or other local authorities framed from time to time, governing the protection on health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/ lay off, compensation and all other 4 matters involving liabilities of employers to employees.

The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc., will be deemed to be part of the Contract.

 **REPORTING ACCIDENT OF LABOUR**

The contractor shall be responsible for the safety of all employees and/ or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the Engineer-In-Charge or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

 **MATERIAL TEST AND WORKMANSHIP**

 **QUALITY OF MATERIALS, WORKMANSHIP AND TESTS**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer-In-Charge or his representative’s instructions and shall be subjected, from time to time,

To such tests as the Engineer-In-Charge or his representative may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for approval as may be required by the Engineer-In-Charge**.**

 **COST OF TESTS**

The cost of making any test as per specification shall be borne by the contractor and contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

 **INSPECTION OF OPERATION**

The Engineer-In-Charge or his representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for any every assistance in or in obtaining the right to such access.

 **EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of the Engineer-In-Charge and the contractor shall afford full opportunity to the Engineer-In-Charge or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractors shall give due notice to the Engineer-In-Charge or his representatives wherever any such work or foundations is or are ready or about to be ready for examination and the Engineer-In-Charge or his representatives shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

 **REMOVAL OF IMPROPER WORK AND MATERIALS**

The Engineer-In-Charge or his representatives shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer-In-Charge or his representative are not in accordance with the contract.

b) The substitution of proper and suitable materials.

c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment therefore of a work which in respect of materials or workmanship is not in the opinion of the Engineer-In-Charge or his representative in accordance with contract.

 **SUSPENSION OF WORK**

The contractor shall, on the written order by the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-In-Charge may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Engineer-In-Charge.