

**Name of the work: 5 Years of Operation and Maintenance of 650 KLD Capacity Sewage Treatment Plant-1 (STP-1) at IITH Campus**  
**NIT No.: IITH/CMD/ELE/NIT/2022-23/05**

## Prebid Query

## IITH Reply

Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	IITH Reply
1 Page no. 08	Experience of having successfully completed similar works during last 7 years ending last day of the month of previous to the one in which tenders are invited Three similar completed works each costing not less than Rs.2,04,01,779/- only Two similar completed works each costing not less than Rs.3,06,02,668/- only One similar completed works each costing not less than Rs.4,08,03,558/- only	We are very much interested to participate for the bid, but eligibility criteria given is not suiting us, since it is 5 years work why you are asking high value experience of 4 crores single work or 3 crores 2 works like that, divide into one and ask for eligibility.	Basic eligibility shall be read as: Experience of having successfully completed similar works during last 7 years ending last day of the month of previous to the one in which tenders are invited Three similar completed works each costing not less than Rs.2,00,000/- only Two similar completed works each costing not less than Rs.1,23,00,000/- only One similar completed works each costing not less than Rs.1,64,00,000/- only Corrigendum will be issued by IITH
2 Page no. 08	“Similar Work” shall mean the work of SITC (Supply, Installation, Testing and commissioning) or 24/7/365days O & M (Annual Operation & Maintenance Contract) of Sewage treatment plant with MBR Technology for a minimum period of 2 years and capacity not less than 450/600 KLD.	Also specially you asked MBR based, MBR is nothing but ASP process only PLC SCADA and MLSS we can maintain 12000-15000 mg/l based on the design given. Kindly give opportunity to all to participate all kinds of technologies done participants and divide into one year cost and invite all, since its IIT and reputed institute and to have a good and healthy competition.	Tender Conditions shall prevail
3 Page no. 08	Experience of having successfully completed similar works during last 7 years ending last day of the month of previous to the one in which tenders are invited Three similar completed works each costing not less than Rs.2,04,01,779/- only Two similar completed works each costing not less than Rs.3,06,02,668/- only One similar completed works each costing not less than Rs.4,08,03,558/- only	In respect to the tender document page no: 8, point no:1, basic Eligibility Criteria, once similar work completed costing not less than Rs.4,08,03,558/- you are asking. In general, all government tenders and IIT Institutes are calling the tenders 1-year or 2-years only for O&M of STP's at 450KLD/600KLD low capacity plants, so in this small capacity plants single work 4.08Cr not possible to come estimate, so kindly consider my request please calculate Rs.5,10,04,447/5=Rs.1,02,00,889(Per Year Cost) in this amount 80% value ask for single work in last 7 years minimum 2 years maintain of MBR technology so kindly consider my request and accept the same.	Basic eligibility shall be read as: Experience of having successfully completed similar works during last 7 years ending last day of the month of previous to the one in which tenders are invited Three similar completed works each costing not less than Rs.2,00,000/- only Two similar completed works each costing not less than Rs.1,23,00,000/- only One similar completed works each costing not less than Rs.1,64,00,000/- only Corrigendum will be issued by IITH
4 Page no. 08	For private works TDS certificate or Form-26 AS in support of value of work done.	In respect to the tender document page no: 8, point no:1, Private Works TDS, In general, all government tenders and IIT Institutes are not accept the same, Only State govt, Centralgovt, PSU's,	Tender Conditions shall prevail
5 Page no. 08	“Similar Work” shall mean the work of SITC (Supply, Installation, Testing and commissioning) or 24/7/365days O & M (Annual Operation & Maintenance Contract) of Sewage treatment plant with MBR Technology for a minimum period of 2 years and capacity not less than 450/600 KLD.	In this MBR STP Fully automatic operation so kindly ask for Class-1 Electrical License any state consider mandatory better to attend the electrical issues in MBR avoid the operation issues.	Tender Conditions shall prevail

*[Handwritten Signature]*  
22/10/22

## Prebid Query

## ITTH Reply

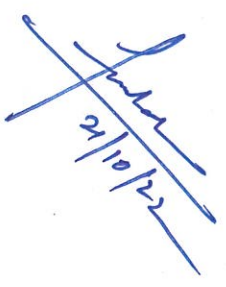
Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	ITTH Reply
6 Page no. 03	Earnest Money Deposit (EMD) : Rs.10,20,100.00	In respect to the tender document page no: 3, point no:1.5, Earnest Money Deposit(EMD) : Rs. 10,20,100 (it's 2% of total 5 years cost) In general, all government tenders and IIT Institutes are calculating 2% of Per year cost and 3% of L1 cost of BG after getting L1 so kindly consider my request and accept the same. (Present EMD Rs.10,20,100, BG 3% of total cost L1,MSME vendors are not possible to participating in this bid)	Tender Conditions shall prevail
7 Page no. 03	Earnest Money Deposit (EMD) : Rs.10,20,100.00	As per Govt Norms, The EMD Exemption as per the MSME vendor company registered under MSME(Udyog aadhar memorandum) & NSIC registration shane and eligible for benefits under "Public Procurement Policy for micro & small Enterprises (MSE's) order 2012" as notified by the Government of India, New Delhi Gazette, Notification dated 26/03/2012.	Tender Conditions shall prevail
8 Page no. 03	Estimated Cost : Rs.5,10,04,447.00	As per the central government increasing the minimum wages on 28-09-2022 the same consider this estimate or not please clarify the same.	Bidder's quoted rates shall be inclusive of all costs, taxes, levies etc.,
9 Page no. 03, 08 & 09	Estimated Cost : Rs.5,10,04,447.00	EPF & ESI & Bonus of Employer Part reimbursement applicable or including estimate please confirm the same.	IITH will not reimburse and bidder's quoted rate shall be include of EPF & ESI & Bonus of the contractor's part.
10 Page no. 25 & 26 Special conditions of contract (SCC) clause 41	All chemicals and other consumables consumed to operate the Sewage Treatment Plant and other facilities under this contract shall be brone by the contractor	Chemicals quantity for backwash and 6 months or 3 months once recovery cleaning of MBR its including estimate or not please clarify and chemical quantity not mention in the tender doc.	Tender Conditions shall prevail
11 Page No. 21 Special conditions of contract (SCC) clause 6	(1.1) Scope of O&M Services 6. The contractor shall prepare and implement an effective plant maintenance programme in consultation with IITH. Contractor responsibility to look after all sorts of maintenance whether Preventive, Minor, Major or Breakdown.	SUEZ shall take care of maintainance. If any replacement of equipments shall be customer scope	Contractor's scope of services shall be as defined in the tender. Tender Conditions shall prevail
12 Page No. 22 Special conditions of contract (SCC) clause 17	(1.1) Scope of O&M Services 17. Unsatisfactory and inefficient running of the plant and unnecessary and excessive usage of spare, consumable, etc. supported by the reasons which are under control of Contractor shall be highly objected. In such cases IITH's decision shall be final and binding to the Contractor.	SUEZ shall be supplying the spares & consumables. Same shall be used diligently as requirement	Tender Conditions shall prevail

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**Prebid Query**

**IITH Reply**

Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	
13 Page No. 24 Special conditions of contract (SCC) clause 27	(1.1) Scope of O&M Services 27. The scope of work also includes up-keep of complete plant area premises, including floor, toilet block, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant including garden area shall also be cleaned and maintained by the Contractor regularly.	Request customer to consider in their scope	Tender Conditions shall prevail
14 Page No. 24 Special conditions of contract (SCC) clause 30	(1.1) Scope of O&M Services 30. All expenditure incurred for the same like, suit fee, court fee, case fee, or the penalty as decided by Engineer-in-Charge by TSPCB or any other statutory body shall be charged to Contractor and deducted from his security deposit, bills, etc.	SUEZ shall operate & maintain the parameters as per design condition. Any changes in policy / change in norms which results in deviation from the norms, such insatnce shall not be considered	Tender Conditions shall prevail
15 Page No. 24 Special conditions of contract (SCC) clause 33	(1.1) Scope of O&M Services 33. During Operation & Maintenance period, Contractor has to supply all the spares, at his cost during preventive, major-minor breakdown, replacement and maintenance work.	SUEZ shall take care of maintainance. If any replacement of equipments shall be customer scope	Tender Conditions shall prevail
16 Page no. 25 Special conditions of contract (SCC) clause 36	(1.1) Scope of O&M Services 36. The Contractor shall also dispose off the sludge, screenings, grit and any other material to the satisfaction of IITH at his own cost. However, IITH shall have full rights on the dried sludge for using for its internal purposes.	Sludge & all other wastes shall be collected in designated place within battery limits of operation. Further collection & disposal shall be in customer scope	The contractor shall deposit sludge and other disposable wastes coming out of the plant at the disignated locations within the plant premises. Disposal of the same shall be in the scope of IITH..
17 Page no. 25 Special conditions of contract (SCC) clause 42a	(1.1) Scope of O&M Services 42a. If the raw sewage can still be treated to meet the Output Standards, the Contractor shall comply with such specifications.	SUEZ shall operate the plant as per plant design condition	Tender Conditions shall prevail. The treated affluent shall meet the standards specified in the tender.
18 Page no. 25 & 26 Special conditions of contract (SCC) clause 42b	(1.1) Scope of O&M Services 42b. In the event it is not possible to meet the Output Standards, the Contractor shall immediately inform IITH and take all corrective measures at his own cost and risk to ensure that the prescribed output standards are achieved.	SUEZ shall operate the plant as per plant design condition	Tender Conditions shall prevail. The treated affluent shall meet the standards specified in the tender.
19 Page no. 27 Special conditions of contract (SCC) clause 1.1.2	(1.1.2) Contractor staff during OM Period a1. Plant Engineer: A Degree in Mechanical or Electrical Engineering or a Bachelor degree in Science(B.Sc) with chemistry as one of the major subject from a recognized university / Institute with minimum 06 years experience in Operaton & Maintenance of any STP.	Request csutomer to consider BE Chemical / Environmental engineer as well with min 3-5 year of experience	Graduate in Chemical / Environmental Engineering may be accepted. There shall be no change in the length of experience stated in the tender. Corrigendum will be issued by IITH



**Prebid Query**

**IITH Reply**

Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	
20 Page no. 27 Special conditions of contract (SCC) clause 1.1.2	(1.1.2) Contractor staff during OM Period a2. Plant Operator: One per each shift with minimum 7 years experience in maintaining STP. CV's of key staff shall be submitted at the commencement of O&M period and shall be subject to approval of EIC.	Request customer to consider min 2-4 year of experience	Tender Conditions shall prevail
21 Page no. 32 Special conditions of contract (SCC) clause 1.1.8	(1.1.8) Operations e. The floating material/scum, if any, should be collected in bins and dispose the same in open pits away from the plant & machinery which should be dried and disposed off regularly at a location outside the plant and approved by statutory authority. During rainy season, this should be buried after using lime.	SUEZ shall collect the material within the battery limits. Disposal of the same shall be in Customer scope	The contractor shall deposit sludge and other disposable wastes coming out of the plant at the designated locations within the plant premises. Disposal of the same shall be in the scope of IITH.
22 Page no. 32 Special conditions of contract (SCC) clause 1.1.8	(1.1.8) Operations f. The screened material, grit and the dried sludge cake from the centrifuge should be collected in tractor or by appropriate means and the same shall be disposed off at site/yard within the battery limits, away from the plant. The screened material, grit and any other non-useful material so collected and accumulated over a period of time shall be removed at regular intervals from the STP and IITH premises by transporting the same using mechanical means to approved municipal dumping ground	SUEZ shall collect the material within the battery limit. Disposal of the same shall be in Customer scope	The contractor shall deposit sludge and other disposable wastes coming out of the plant at the designated locations within the plant premises. Disposal of the same shall be in the scope of IITH.
23 Page no. 33 Special conditions of contract (SCC) clause 1.1.9	(1.1.9) Maintenance e. The terraces of the STP building shall be always kept free of debris, junk, waste material, vegetation etc	Request customer to consider in their scope	Tender Conditions shall prevail
24 Page no. 33 Special conditions of contract (SCC) clause 1.1.9	(1.1.9) Maintenance f. All leakages should be attended promptly to avoid unhygienic conditions, deterioration of plant and building. Chokages of Electra-Mechanical equipment, sewer lines of STP building, rain water pipes, storm water drains should be removed at once. All the valves/gates which are not used regularly should operated atleast once a week and make sure that they are properly lubricated/greased.	Request customer to consider in their scope	Tender Conditions shall prevail
25 Page no. 33 Special conditions of contract (SCC) clause 1.1.9	(1.1.9) Maintenance h. The Contractor should make sure that no unwanted material should float/grow in and around different units. In case it is found the same shall be removed /cleaned immediately. He shall also be responsible for cleaning/sweeping the plant buildings inside and outside, roads, foot path etc.	Request customer to consider in their scope	Tender Conditions shall prevail
26 Page no. 34 Special conditions of contract (SCC) clause 1.1.9	(1.1.9) Maintenance o. In case of major repair due to normal wear and tear/break down, the Contractor should bring the same to the notice of IITH immediately and necessary measures for its repair/replacement should be taken simultaneously. Breakdown, all repairs of any kind are to be attended by the Contractor. Any unit/equipment being irreparable in the opinion of IITH shall be replaced by the Contractor at no cost to IITH.	SUEZ shall take care of maintainance. If any replacement of equipments shall be customer scope	Tender Conditions shall prevail

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21/10/22

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Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	
27 Page no. 35 Special conditions of contract (SCC) clause 1.1.10	(1.1.10) Routine, Preventive, Minor & Major Maintenance d. The Contractor should maintain all civil structures including office/ Store room, Storm water drains, fencing etc in a neat manner. He should maintain all civil structures of the plant sturdy to complete the natural/assigned lifetime. The Contractor should carry out the safety audit of the plant & necessary certificate from the competent authorities must be obtained	Request customer to consider in their scope	Tender Conditions shall prevail
28 Page no. 36 Special conditions of contract (SCC) clause 1.1.14	(1.1.14) Taking Over of Plant after Completion of O&M period b. In case of major repairs /replacement of equipment, the performance guarantee for such unit/equipment shall be extended by six months from the date of putting back in to satisfactory operation of such unit/equipment, in case such putting back is within last three months of the end of completion of operation & maintenance period.	SUEZ shall take care of maintenance. If any replacement of equipments shall be customer scope	Tender Conditions shall prevail
29 Page no. 39 Notes on Price Bid	Notes on Price Bid 4. ITTH being educational institution, there will be a variation in the quantity of sewage generated depending upon academic activities. The contractor shall not have any claims if the influent is more than 650KLD on any day on any period. Similarly, there shall not be any recovery from the contractor if the quantity of sewage treated is less than 650KLD on any day or period. <b>Penalty</b> 1.1.Scope of Operation and Maintenance Services 15.The above staff shall be distributed in three shifts and at no point of time the plant shall remain unattended. As per agreement the number of staff in each shift should always remain present otherwise penalty towards absence of any staff shall be recovered from the Contractor. The Contractor shall make the arrangement of reliever for weekly off/holiday etc., Absence on any ground like weekly off or holiday shall not be considered. The presence of staff in each shift should be marked in muster (muster shall be in electronic form by use of biometric machines logged to the computer system installed in the plant) to be maintained at office of shift-in-charge at Sewage Treatment Plant that shall be considered as final. The Contractors staff must mark their presence in this muster. The Contractor may maintain a separate register for his own purpose. Copy of muster shall be enclosed with every monthly bill.	SUEZ shall operate the plant as per design condition and design parameters	Tender Conditions shall prevail
30 Page no. 22, 23, 24 & 27 Penalty	22.All expenses for arranging visits of Technology Provider shall be borne by the Contractor and hence the contract price for O& M Services are deemed to be inclusive of the same. Nothing extra shall be paid by ITTH on this account. In case, the visit of Technology Provider is not arranged by the contractor within fifteen (15) days from the due date of visit, ITTH shall arrange such visit by the Technology Provider at the risk and cost of the Contractor. All expenses incurred by ITTH towards arranging the visit of Technology Provider for inspection of plant will be recovered from the ensuing bill of the contractor in addition to a penalty amount of Rs 10,000.00 for every such default on part of contractor. 30.Monitoring of proper functioning of plant shall be done as per approved O& M manual. Contractor has to maintain all quality parameters of effluent within stipulated limit or he shall be penalized for not maintaining the parameters specified in the contract. All expenditure incurred for the same like, suit fee, court fee, case fee, or the penalty as decided by Engineer-in-Charge and penalty charged by TSPCB or any other statutory body shall be charged to Contractor and deducted from his security deposit, bills, etc	Cumulative Liquidated damage shall be limited to 5% of monthly billing values	Tender conditions shall prevail
31 Additional Point 1	1.1.2Contractors staff during O&M period	Limitation of Liability	Conditional bids are liable for rejection.

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24/10/22

**Prebid Query**

**ITTH Reply**

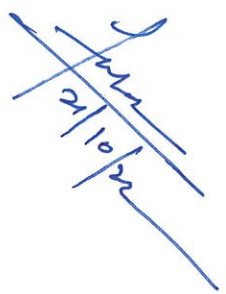
Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	
		<p>a. SWTSIPL hereby agrees to indemnify and hold harmless Customer, its officers, directors, employees, agents, and representatives from and against any and all claims, suits, damages, losses and expenses of any nature whatsoever, including without limitation, reasonable attorney's fees (collectively "Losses"), to the extent they result from (i) the negligence or willful misconduct of SWTSIPL, its agents, employees or representatives while engaged in activities under this Agreement; or (ii) any breach or non-fulfillment of, or failure to perform any of the agreements, covenants, representation or warranties made by SWTSIPL under this Agreement, except to the extent that any such Losses are caused by the negligence or willful misconduct of Customer, as finally determined by a court of competent jurisdiction.</p>	<p>Conditional bids are liable for rejection.</p>
33	Additional Point 2 Indemnification	<p>Customer hereby agrees to indemnify and hold harmless SWTSIPL, its officers, directors, employees, agents, and representatives from and against any Losses to the extent they result from (i) the negligence or willful misconduct of Customer, its agents, employees, or representatives; (ii) the release of any Hazardous Materials or any violation of any environmental, health and safety laws at the Site; (iii) Customer's violation of any Environmental, Health, or Safety Law (as subsequently defined); or (iv) the release of any Hazardous Materials or Nonstandard Substance at, on, to, or from Customer property, unless such substance was brought on to Customer property by SWTSIPL and SWTSIPL caused the release of such substance; (v) any breach or nonfulfillment of, or failure to perform any of the agreements, covenants, representation or warranties made by Customer under this Agreement, except to the extent that any such Losses are caused by the negligence or willful misconduct of SWTSIPL, as finally determined by a court of competent jurisdiction.</p>	<p>Conditional bids are liable for rejection.</p>
34	Additional Point 3 Termination	<p>1. Either Party (the "Non-Defaulting Party") may terminate this Agreement for default if the other Party (the "Defaulting Party"): becomes insolvent or the Defaulting Party commits a material breach of this Agreement and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party; or fails to commence to cure the breach and diligently proceed with the cure if it is not possible to cure within thirty (30) days of such notice. In addition to the foregoing, SWTSIPL may terminate for default in the event of: (i) an event causing SWTSIPL to suspend performance of the Services which cannot reasonably be cured without significant cost to SWTSIPL (including non-specification Feedwater); (ii) Customer's failure to perform any of its material obligations under this Agreement, which failure has a material and adverse effect on SWTSIPL; (iii) laws or conditions or changes to such laws or conditions, which make performance by SWTSIPL impossible or impractical or have a material effect on SWTSIPL or performance by SWTSIPL including but not limited to expropriation of all or any portion of the Site; or (iv) facts or circumstances which arise, are discovered, or become known to SWTSIPL which actually or potentially result in environmental, labor or security risks that SWTSIPL reasonably deems imprudent or unsuitable, and which were not fully disclosed, for whatever reason, by the SWTSIPL's reviews conducted to date. Upon the termination of this Agreement Customer agrees to pay remainder for all Goods in Customer's possession or for any Goods that have been ordered, at unit prices for products specified in this Agreement plus any annual escalations applied at time of termination. Remainder shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice.</p>	<p>Conditional bids are liable for rejection.</p>

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2/10/22

**Prebid Query**

**ITTH Reply**

Page no./Sl. No. / Line / Para/ Ref No.	Tender Conditions	Query	
35 Additional Point 3	No Title	1. Except as provided herein, at no time shall SWTSIPL be deemed to have taken title to or responsibility for any treated water (the "Product Water"), the water prior to treatment (the "Feedwater"), any substances not reasonably anticipated ("Nonstandard Substances"), any toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any statute or ordinance or regulations promulgated by any federal, state, or local governmental authority ("Hazardous Materials"), treatment residuals, waste streams, or any other materials or substances processed or otherwise located at the Site.	Conditional bids are liable for rejection.
36 Extension of bid submission date	Last date for submission of bids : 03/11/2022 @ 1500hrs	Kindly extend the bid submission timeline by 14 days i.e., up to 17/11/2022	Revised due date of bid submission is 10/11/2022

  
~~10/11/2022~~