## 1. <u>INVITATION FOR BIDS</u>

- Mangalore SEZ Limited (MSEZL) is jointly promoted by Oil & Natural Gas Corporation Ltd. (ONGC), Karnataka Industrial Areas Development Board (KIADB) and Kanara Chambers of Commerce and Industries (KCCI). MSEZL had taken up a project to set up a Sector Specific SEZ initially which has been upgraded to Multi product SEZ catering mainly to the petrochemical Industry and other sectors such as manufacturing, services, trading and warehousing (hereinafter referred to as "the Project").
- 2. MSEZL is issuing this Bid document inviting proposals for "Operation & Maintenance of Tertiary Treatment Plant of MSEZL at Kavoor, Mangalore for a period of 3 Years" Contract Package No: MSEZL/O&M/TTP/2023. Bidding is open to all Contractors / Firms based in India, who are eligible as per technical requirements. Joint Venture is not allowed.
- 3. The intending bidders are required to make a onetime registration with M/s Karnataka State Electronics Development Corporation Limited (KSEDCL/KEONICS), the service providers for the e-tender by following the registration process on www.tenderwizard.com/MSEZ.
- 4. The blank E-tender document can be procured between 07/10/2023 to 04/11/2023 by Online Payment of Rs 17,700/- (Rupees Seventeen Thousand Seven Hundred Only) including GST by RTGS, NEFT remitted to Mangalore SEZ Limited Account No: 36335706882 of State Bank Of India, Corporate Accounts Group-II, New Delhi, IFSC Code: SBIN0017313.
- 5. The Bid document comprises:
  - i) Invitation for Bids
  - ii) Bidding data
  - iii) Instructions to Bidders
  - iv) General Conditions of Contract
  - v) Special Conditions of Contract
  - vi) Special Specifications
  - vii) Price Bid
  - viii) Annexures / Drawings
- 6. Scope of work will be but not limited to the following:

MSEZL has constructed a 5MGD (22.7MLD) Ultra-filtration based Tertiary Treatment Plant (TTP) using GE membrane at Kavoor, Mangalore for the treatment of secondary treated sewage water during the year 2012 and the treated water is pumped to MRPL & MSEZL units. F urther, MSEZL has replaced the old ultra filtration membranes with new M/s Asahi Kasei membranes during the month of January 2020. The process scheme of TTP is attached as **Annexure A.** 

The scope of work involves operation & maintenance of TTP for a period of three years, which includes treatment of secondary treated sewage water as per design standards, operation and maintenance of all electrical, mechanical and

instrumentation equipment for the smooth and reliable operation of the system on 24x7 basis, including but not limited to the following:

- Providing all necessary skilled & semiskilled manpower of appropriate skills and unskilled manpower required for 24x7 operation of the complete system;
- Contractor should carry out the analysis for inlet and outlet of TTP water at the
  existing laboratory on daily basis and should ensure that quality is as per design
  standards. The parameters to be analysed at TTP lab are attached as Annexure
  B:
- The contractor should treat the secondary treated sewage water based on the availability of inflow and treated water should be pumped to MRPL/MSEZL units as per the directions of Engineer-in-charge;
- MSEZL has replaced the old UF membranes with new M/s Aashi Kasei membranes during the year 2020 and M/s Asahi Kasei have provided 10 years warranty for the membranes. The contractor should carry out regular maintenance cleaning and recovery cleaning of membranes as per M/s Asahi Kasei recommendations and should ensure that chemical concentration at membrane tank is maintained;
- The contractor should coordinate with membrane manufacturer M/s Asahi Kasei regarding performance of membrane on regular basis. If there is any lapse in maintaining the performance of the membranes or if there is any deviation in maintaining the operation protocol without prior approval of MSEZL/Asahi Kasei, the contractor will be responsible for taking all corrective measures as recommended by Asahi Kasei with all cost implications.
- The contractor should ensure that the pre-treatment process parameters before ultrafiltration are well within the limit;
- The Contractor should ensure that performance of MBBR is as per design standards and if there is any disturbance in MBBR, the contractor has to develop required culture by adding necessary raw sludge/nutrients/jaggery/bio cultures as required and as per the directions of Engineer-in-charge;
- The contractor should supply necessary chemicals required for operation of the plant/membrane cleaning and also ensure that chemical stocks for one month should be made available at site without any failure. The chemicals required for the operation of the plant are attached as **Annexure C**;
- The contractor should supply laboratory chemicals required for analysis of parameters as mentioned in the **Annexure B** as per BOQ and also ensure that chemical stocks for three months should be made available at lab without any failure:
- The supply and installation of major and minor spares of TTP will be paid as per the rate quoted under Schedule A, B C, D & E of BOQ. The rate quoted shall be inclusive of all materials, labour, machineries, consumables, tools and tackles etc., required for replacement of spares;
- The contractor should supply the spares as per BOQ only with prior approval and as per the directions of Engineer-in-charge; The payment on supply of BOQ items will be made as per the price quoted by the contractor.
- The third party analysis for inlet and outlet samples (Annexure 2) of TTP should be carried out once in a month through NABL/MoEF approved laboratory and report to be submitted to MSEZ office. The contractor should plan for predictive & preventive maintenance for all mechanical, electrical & instrumentation equipments. Accordingly, maintenance to be carried out as directed by

- Engineer-in-Charge and respective preventive maintenance has to be filled in and recorded;
- The contractor should carry out calibration for online analysers, PITs, flow meters, lab equipment etc., once in a year through authorized third-party agency as directed by Engineer-in-charge and calibration certificates should be submitted to MSEZL office;
- The contractor should carry out servicing of major mechanical, electrical & instrumentation equipment once in a year through authorized third-party agency as directed by Engineer-in-charge and calibration certificates should be submitted to MSEZL office;
- The contractor should maintain SCADA system and should ensure that plant is running as per the programme;
- The contractor should maintain log sheets and necessary MIS at regular time intervals for optimal performance during operation and as determined by Engineer-in-charge;
- Ensuring adequate inventory as well as timely availability of required spares including supply of spares;
- Ensuring compliance to all environmental, safety, health and statutory norms at all times;
- Maintenance of office buildings, control rooms etc;
- Maintaining good housekeeping and hygiene conditions;
- Provision of security personnel to ensure security of all the components;
- Compliance of all statutory requirements including CEIG, PF, ESI, minimum wages, labour laws etc;
- Ensure running of DG including all consumables in case of power failure;
- Maintenance of gardens and street lights;
- Any tools, tackles, machinery, instruments required for identifying and rectification of faults are to be arranged for reduction of interruption/shutdown period;
- The sludge from the claritube flocculator to be treated in filter press and treated sludge should be used for green belt;
- The contractor should ensure that all precautionary measures against COVID 19 are as per the guidelines of State & Central Government. The Contractor should provide masks, sanitizers etc., to fight against COVID 19 and cost towards the same is under contractor's scope.

All the above works would be carried out under the overall direction of the Engineer-in-Charge whose decision would be final and binding in all matters.

- 7. The filled-in E-tender documents shall be uploaded before **15:00** hours on **06/11/2023.**
- 8. In case bidders need any further information about the Project or for inspection of any other document related to the Project available with MSEZL they are requested to contact the MSEZL Office at the address given below:

Mangalore SEZ Limited Sy No 168/3A, Plot No U-1 Administrative Building Mangalore Special Economic Zone Bajpe Village, Mangalore taluk Dakshina Kannada (Dist) Karnataka-574142

Email: vinayakumar@msezl.com, ashwini.hegde@msezl.com, hsnayak@msezl.com

- 9. The technical proposals uploaded by the tenderers will be opened at **15:30 hours** on **06/11/2023.**
- 10. Price bids of only the qualified bidders will be opened on completion of evaluation of technical proposals.
- 11. MSEZL shall not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. MSEZL reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of Bidding stated in the TENDER PROPOSAL, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

Date: 06/10/2023

**Chief Executive Officer Mangalore SEZ Limited** 

## 2. BIDDING DATA

S. N.	Key Information	Details
1.	Project Title	Operation & Maintenance of Tertiary Treatment Plant of MSEZL at Kavoor, Mangalore for a period of 3 years
2.	Owner	Mangalore SEZ Limited (MSEZL)
3.	Brief Scope of Works	As described in Clause 6 of Invitation for Bids
4.	Time Period	Time frame will be <b>Three Years</b> from the date of issue of LOI or any date mentioned in the LOI.
5.	Annual Turnover	Average Annual Turnover in the last 3 financial years ending 31.03.2023 should be min <b>Rs 2.20 Crores</b> (The bid must be accompanied by the Annual Reports / Balance Sheets of the bidder for the preceding three years to fulfil the above financial criteria and separate certificate issued by the Chartered Accountant showing the Annual Turnovers for the last three financial years).  Note: The Chartered Accountant signature should bear his Membership Number also.  All copies of certificates should be notarised.
6.	Net Worth	Should be positive as per the Annual Report for the latest financial year. The specific certificate to this effect should be obtained and produced from the qualified Chartered Accountant.  Note: The chartered Accountant signature should bear his Membership Number also.  All copies of certificates should be notarised.
7.	Technical Qualification Requirements	Bidder's experience of having successfully completed similar works during last 7 years ending 30 September 2023 should be either of the following:  a. Three similar completed works costing not less than Rs 3.00 Cr each.  or  b. Two similar completed works costing not less than Rs 3.75 Cr each.
		<ul> <li>or</li> <li>c. One similar completed work costing not less than Rs 6.00 Cr.</li> <li>Similar work means:         <ul> <li>"Operation &amp; maintenance of Ultra-filtration or Reverse Osmosis based Tertiary Treatment Plant"</li> </ul> </li> </ul>
		<ul> <li>Bidders need to submit the corresponding Work Order copies &amp; Experience Certificates issued by the respective clients duly notarized. MSEZL may call for original certificates for verification during the technical evaluation and the Bidders need to provide the same.</li> <li>(Note: Experience Certificates shall include actual cost of</li> </ul>

S.	Key Information	Details
S. N.	Key Information	work completed with date of completion of operation & maintenance of TTP during the last seven-year period reckoned from 31 August 2023).  Bidders who have rendered services under completed / ongoing O&M contracts to MSEZL should furnish Satisfactory Performance Certificate in respect of their last completed contract / ongoing contract with MSEZL. Further, Bidder should obtain no objection certificate from MSEZL before purchasing tender document. MSEZL reserves the right to reject the bids of such bidders if they are not accompanied by the Satisfactory Performance Certificates issued by MSEZL in respect of the services provided to MSEZL and also if they are not obtained No objection certificate from MSEZL.  The Bidders need to furnish complete information in the forms provided in form 3, 3a and 3b of the Bid.  Bids of those bidders who themselves do not meet the experience and financial capability criteria as stipulated above can also be considered provided bidder is a 100% subsidiary company of the parent company which itself meets the experience and financial capability criteria as stipulated above. In that case as the subsidiary company is dependent upon the experience and financial capability of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement between the parent and the subsidiary company and corporate Guarantee
		from the parent company to MSEZL for fulfilling the obligation under the agreement.
8.	Proposal Validity	90 days from the last date of submission of the proposal.
9.	Amount of Bid Security	Rs 13,50,000 (Indian Rupees Thirteen Lakh Fifty Thousand Only) in the form of NEFT/RTGS or an Unconditional Bank Guarantee issued on behalf of the Bidder by a Nationalised/Scheduled Bank (other than Co-operative Bank) in favour of MSEZL valid for a period up to 60 days beyond the validity of the proposal (i.e., 150 days from the proposal due date)
10.	Performance Security	Total 10% of the Contract Price in the form of an Unconditional Bank Guarantee issued on behalf of Bidder by a Nationalised/Scheduled Bank (other than Co-operative Banks) in favour of Mangalore SEZ Limited to be provided within 10 days of receipt of the Letter of Intent & to be valid until contract completion and handing over all the assets in proper condition to MSEZL (Till obtaining NOC from MSEZL).
11.	Price Reduction Schedule	The Contractor is expected to treat the quantity indicated by Engineer-in-Charge on day to day basis up to maximum

S. N.	Key Information	Details
		of 5MGD of water in every 24 hours cycle including all the minor repairs/regular maintenance, membrane chemical cleaning etc. The contractor should supply 5MGD of treated water to MRPL/MSEZL units as per the directions of Engineer In-charge.
		<ul> <li>"Disruption"* is defined as either of the following conditions: <ul> <li>a) Failure to supply the quantity of water as specified above.</li> <li>b) Failure to maintain the performance of membranes</li> <li>c) Not attending to any major breakdowns and failing to restore water supply within prescribed time as determined in consultation with MSEZL in advance.</li> <li>d) Interruption in the operations of TTP for more than 1 day.</li> <li>e) Failure to maintain the chemical stock as per the scope of work.</li> <li>f) Failure to treat the water as per design standards</li> <li>g) Failure to supply of spares within scheduled time.</li> <li>h) Failure to pay the salary to the staff before 7<sup>th</sup> of every month</li> </ul> </li> </ul>
		In the event of any "Disruption" beyond the permitted limit above, the Contractor will render himself liable for price reduction as follows:  1) First "Disruption" in a calendar year will attract a reduction of 5% of bill amount for the calendar month.  2) Second "Disruption" in a calendar year will attract a reduction of 10% of bill amount for the calendar
		month. 3) Three or more "Disruptions" in a calendar year will attract a reduction of 20% of bill amount for the calendar month per disruption.  More than three "Disruptions" in any three consecutive calendar months will qualify as an event of default and leads to termination of the contract.
		*Note: Following are exempted  1) Prolonged power supply interruptions not attributable to contractor.  2) Non availability of secondary treated water due to breakdown maintenance at STP & connecting wet wells.  3) The occurrence of force majeure events. As soon as normalcy is attained, the contractor should immediately restore the production. The quantity of treated

S.	Key Information	Details
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		water to be pumped will be decided by MSEZL from time to time.
12.	Mobilisation advance	5% of the contract value of first year as interest-free mobilization advance will be paid to the Contractor against production of unconditional bank guarantee issued on behalf of Bidder by a Nationalised/Scheduled Bank (other than Co-operative Banks) to MSEZL in amount equal to the advance payment.
13.	Taxes and Cesses	The bidder shall quote rates inclusive of GST.
14.	Recovery of Mobilisation Advance	Recovery of Mobilization advance will be made in twelve equal monthly instalments.
15.	Payment Terms	Contractor shall submit bills only once at the end of every calendar month by the 7 <sup>th</sup> of the following month. Payment will be made to the Contractor after certification of all undisputed items within 7 days of certification. The bill will be certified for payment within 14 days after its submission in full along with all relevant documents & Certificates.
16.	Deduction of Advance Income Tax and Advance Works Contract Tax	As per the prevailing Tax Rules of the Government of India and the Government of the State of Karnataka
17.	Signing of Agreement	Within 14 Days from the date of issue of LoI.
18.	Important Dates	
(a)	Issue of Blank E-Tender Document	<b>07/10/2023</b> to <b>04/11/2023</b> by Online Payment of Rs 17,700/- (Rupees Seventeen Thousand Seven Hundred Only) INR including GST @ 12% by RTGS, NEFT remitted to Mangalore SEZ Limited Account No: 36335706882 of State Bank Of India, Corporate Accounts Group-II, New Delhi, IFSC Code: SBIN0017313
(b)	Due Date for Uploading the filled E-Tender Documents	Before <b>15.00</b> hrs on <b>06/11/2023</b>
(c)	Opening of Technical Proposals	06/11/2023 at 15.30 hrs.
(d)	Opening of Financial Proposals	Price bids of technically qualified bidders will be opened on completion of evaluation of technical proposals.
19.	Termination:	MSEZL may terminate the Contract in the event of default by the Contractor as per the clause No 41 of General Conditions of Contract.