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

- 1. Mangalore STP Limited (MSTPL) is jointly promoted by Mangalore SEZ Limited and Mangalore City Corporation. MSTPL has authorised Mangalore SEZ Ltd to carry out entire tendering process on behalf MSTPL for the work of Operation & Maintenance of Kavoor STP along with all connected Wet Wells, Transmission Mains & Valves including Construction of road, compound wall, plantation, painting and repair works at Kavoor STP till award of work. The work order will be issued to the successful bidder by MSTPL based on the bid process management and recommendations of MSEZL. The contract agreement will be executed between MSTPL and successful bidder.
- 2. Mangalore SEZ Limited (MSEZL) has taken up a project to set up a Sector Specific SEZ initially catering to the Petroleum and petrochemical sector which in due course is expected to be upgraded to Multi product SEZ (hereinafter referred to as "the Project"). As a part of its role in development of infrastructure for the said SEZ, MSEZL has signed an MoA with MCC for taking sewage treated water from MCC and making it fit for industrial use by adopting state of the art ultra-filtration Tertiary treatment process. A separate SPV company called MSTPL has been incorporated with the primary objective of carrying out the O&M of the STP facilities along with all connected wet wells, transmission mains & valves.
- 3. Bidding is open to all eligible Contractors / firms based in India, who are eligible as per technical requirements.
- 4. 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.
- 5. The blank E-tender document can be procured between **28/12/2016** to **18/01/2017** by Online Payment of Rs. 15,000/- (Rupees Fifteen Thousand Only) INR by RTGS, NEFT remitted to Mangalore SEZ Limited Account No: 157202000001000 of Indian Overseas Bank, Padavu Branch, Mangalore IFSC Code: IOBA0001572
- 6. 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.
- 7. Scope of work

CONTRACTOR -1- EMPLOYER

Operation & Maintenance of Kavoor STP along with all connected Wet Wells, Transmission Mains & Valves (herein after referred to as "Plant") for the smooth and reliable operation of the plant on 24X7 basis for 3 years, including but not limited to the following:

- Ensure Sewage treatment and disposal conforming to the prescribed standards (as outlined in Special Specifications Section-4).
- Provide all necessary skilled, semiskilled, unskilled manpower, of appropriate skills, required for 24X7 operation of the plant.
- Provide all necessary supervisory staff.
- Maintain log sheets at regular time intervals, necessary MIS for optimal performance during 24X7 plant operation.
- Ensure adequate inventory as well as timely availability of required spares including Supply of all spares required.
- Supply of oil and lubricants;
- Carry out operation and maintenance (including lubrication, preventive maintenance, and break down maintenance, as necessary).
- Ensure compliance to all Environmental, safety, health and statutory norms at all times.
- Repair & maintenance of sewer lines from wet wells to Kavoor STP
- Repair and maintenance of STP and Wet Wells including all installations
- Desilting of wet wells and other structures
- Maintaining of power factor not less than 0.90
- Supply of minor spares and conducting all repairs (minor & major)
- Maintain good housekeeping and Hygiene conditions within the Plant & within wet wells
- Provision of all necessary log sheets, MIS, records as determined by Engineer-in-Charge.
- Provision of security personnel to ensure security of the Plant
- Compliance of all statutory requirements including PF, ESI, minimum wages, labour laws etc.
- Installation of cameras and desilting pumps (As per Schedule B of BOQ) and maintenance of cameras (As part of maintenance)
- Construction/maintenance of the other structures as per schedule B of the BOQ.
- Maintaining the stores including insurance.
- Maintenance of gardens
- Inclusive of all incidental items of work, except power charges.

The scope of Construction of road, compound wall, plantation, painting and repair works at Kavoor STP

- Construction of Compound Wall
- Construction of Road around sludge drying beds
- Replenishment of sand for drying beds
- Plantation Works
- Street Lighting Works
- Painting and Other Misc. Works
- Inclusive of all incidental items of work, including power charges.

CONTRACTOR - 2 - EMPLOYER

- All the above works would be under the overall direction of the Engineer-in-Charge whose decision would be final and binding in all matters
- 8. The filled-in E-tender **documents** shall be uploaded before **15:00** hours on **19/01/2017**.
- 9. 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, Third Floor, MUDA Building, Ashok Nagar, Urva store, Mangalore-575006 Karnataka State

Ph.No: 0824-2452750

Email: velnati.surya@gmail.com; ashwini.sez@gmail.com

- 10. The technical proposals uploaded by the tenderers will be opened at **16:30 hours** on **19/01/2017**
- 11. Price bids will be opened on completion of evaluation of technical proposals. Opening of price bids will be followed by e-reverse auction. Base price for e-reverse auction will be the lowest price evolved from price bid opening. The detailed procedure for e-reverse auction will be intimated to the bidders in advance. However, MSEZL reserves the right not to conduct e-reverse auction and can select the lowest bidder based on the price bids received.
- 12. MSEZL has called tenders for Operation and Maintenance of Bajal STP & Kavoor STP simultaneously. On completion of E-Reverse Auction, if any bidder emerges lowest for both the packages, then MSEZL reserves the right to award one or both the works to the same bidder. In case only one package is awarded to the lowest bidder, MSEZL also reserves the right to negotiate with second lowest bidder of the other package and award the work to the second lowest bidder at the rates acceptable to MSEZL.
- 13. 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: 28/12/2016

Chief Operating Officer MSEZL, Mangalore

CONTRACTOR - 3 - EMPLOYER

2. BIDDING DATA

S. N.	Key Information	Details
1.	Project Title	"Operation & Maintenance of Kavoor STP along with all connected Wet Wells, Transmission Mains & Valves including Construction of road, compound wall, plantation, painting and repair works at Kavoor STP"
2.	Owner	Mangalore STP Limited (MSTPL)
a)	Brief Scope of Works	 Mangalore STP Limited (MSTPL) Operation & Maintenance of Kavoor STP along with all connected Wet Wells, Transmission Mains & Valves (herein after referred to as "Plant") for the smooth and reliable operation of the plant on 24X7 basis for 3 years, including but not limited to the following: Ensure Sewage treatment and disposal conforming to the prescribed standards (as outlined in Special Specifications Section-4). Provide all necessary skilled, semiskilled, unskilled manpower, of appropriate skills, required for 24X7 operation of the plant. Provide all necessary supervisory staff. Maintain log sheets at regular time intervals, necessary MIS for optimal performance during 24X7 plant operation. Ensure adequate inventory as well as timely availability of required spares including Supply of all spares required. Supply of oil and lubricants; Carry out operation and maintenance (including lubrication, preventive maintenance, and break down maintenance, as necessary). Ensure compliance to all Environmental, safety, health and statutory norms at all times. Repair & maintenance of sewer lines from wet wells to Kavoor STP Repair and maintenance of STP and Wet Wells including all installations Desilting of wet wells and other structures Maintaining of power factor not less than 0.90 Supply of minor spares and conducting all repairs (minor & major) Maintain good housekeeping and Hygiene conditions within the Plant & within wet wells. Provision of all necessary log sheets, MIS, records as determined by Engineer-in-Charge. Provision of security personnel to ensure security of the

CONTRACTOR -4- EMPLOYER

S. N.	Key Information	Details
		 Plant Compliance of all statutory requirements including PF, ESI, minimum wages, labour laws etc. Installation of cameras and desilting pumps (As per Schedule B of BOQ) and maintenance of cameras (As part of maintenance) Construction/maintenance of the other structures as per schedule B of the BOQ. Maintaining the stores including insurance. Maintenance of gardens Inclusive of all incidental items of work, except power charges.
		 The scope of Construction of road, compound wall, plantation, painting and repair works at Kavoor STP Construction of Compound Wall Construction of Road around sludge drying beds Replenishment of sand for drying beds Plantation Works Street Lighting Works Painting and Other Misc. Works Inclusive of all incidental items of work, including power charges. All the above works would be under the overall direction of the Engineer-in-Charge whose decision would be final and binding in all matters
3.	Time Period	Time frame will be Thirty Six Months from the date of issue of Work Order for works under Schedule A and Six Months for works under Schedule B
4.	Financial Turn Over in any one of the last three financial years ending with 2015-16	Turn over should be min of Rs 6.30 Crores (The bid must be accompanied by the Annual Reports of the preceding three years of the bidder to fulfill 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.

CONTRACTOR -5- EMPLOYER

S. N.	Key Information	Details
a)	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.
5.	Technical Qualification Requirements	The Firm / Company shall be a specialized firm in O&M of sewage treatment plant / tertiary treatment plant/CETP/ETP & satisfactorily producing treated effluent to prescribed standards of the State Pollution Control Board having unit operations of UASB/ASP/any other treatment processes for a period not less than one year in the last three years reckoned up to the last date of submission of tenders from any of the following:
		One sewage treatment plant of min 25.0 MLD capacity, OR
		One TTP/CETP/ETP/Desalination Plant of minimum 12.5 MLD capacity
		AND
		The firm should have operated and maintained at least one pumping station for a period not less than one year in the last three years reckoned up to the last date of submission of tenders.
		Sub-Contractor may be considered for the limited purpose of O&M of pumping stations as well as maintenance of rising mains. However Sub-Contractor experience and resources shall not be taken into account in determining the Tenderers' compliance with the qualifying criteria except to the extent stated in this para.
		Bidders need to submit the corresponding Work Order copies & Experience Certificates issued by the respective clients duly notarized. MSEZL may call for original certificates for verification during the technical evaluation. The Bidders need to provide the same during the stage of technical evaluation.
		(Note: 1. Experience Certificate shall include actual cost of work completed with date of completion which means successfully Operated & maintained Plant not less than one year during the last three year period reckoned from the

CONTRACTOR - 6 - EMPLOYER

S. N.	Key Information	Details
		Proposal Due Date
		The Bidders need to furnish the complete information in the forms provided in Annexure –III 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 MSTPL for fulfilling the obligation under the agreement.
6.	Proposal Validity	90 days from the last date of submission of the proposal.
7.	Amount of Bid Security	Rs. 18,30,000 (Indian Rupees Eighteen Lakhs Thirty Thousand Only) in the form of a Bank Draft drawn in favour of Mangalore SEZ Limited payable at Mangalore, or an Unconditional Bank Guarantee issued on behalf of the Bidder by a Nationalised/scheduled Bank (other than Cooperative Bank) in favour of MSEZL valid for a period upto 60 days beyond the validity of the proposal (i.e. 150 days from the proposal due date)
8.	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 STP Limited to be provided within 10 days of receipt of the Letter of Intent & to be valid until contract completion of Schedule A and handing over all the assets in proper condition to MSTPL (Till obtaining NOC from MSTPL).
9.	Price reduction Schedule	For Schedule A of BOQ "Disruption"* is defined as either of the following conditions: a) Interruption in supply of STP treated water from Kavoor to TTP by more than 24 hours b) Interruption in the operations of STP on account of non-availability of spares for more than 1 day. c) Non-deployment/Non-availability of key personnel for more than 1 day without suitable reliever.

CONTRACTOR -7- EMPLOYER

S. N.	Key Information	Details
		d) Reduction or stoppage in flow to STP due to non- restoration of rising main beyond 7 days.
		In the event of any "Disruption" the Contractor will render himself liable for price reduction as follows: a) One "Disruption" in a calendar month will attract a
		reduction of 3% of bill amount for the calendar month of Schedule A.
		b) Two "Disruptions" in a calendar month will attract a reduction of 7% of bill amount for the calendar month of Schedule A.
		c) Three "Disruptions" in a calendar month will attract a reduction of 10% of bill amount for the calendar month of Schedule A.
		d) More than three "Disruptions" in a calendar month will qualify as an event of default in addition to a price reduction of 15% of bill amount for the calendar Month of Schedule A.
		*Note:
		 Prolonged power supply interruptions are exempted.
		For Schedule B of BOQ
		a) 0.50% of Contract Value of Schedule B per week up to 5% of the Contract value of Schedule B.
		b) 1% (one percent) per week up to 10% of the Contract value of Schedule B on the unfinished work provided the rest of the work is useable to Client's satisfaction. If the balance work affects the whole work usage then 0.5% of Contract Value of Schedule B per week delay to a maximum of 5% of the Contract value of Schedule B will
		be charged.
10.	Mobilisation advance	The choice of (a) or (b) to be made by MSEZL. 5% of the first year O&M Contract value (Schedule A) as interest-free advance payment as a 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 MSTPL in amounts equal to the advance payment. Mobilisation advance will not be aid on the contract value of Schedule B.
11.	Duties and Taxes	Rate to be quoted shall be inclusive of all applicable taxes and duties.
12.	Recovery of Mobilisation Advance	Recovery of Mobilization advance will be made in twelve equal monthly instalments.

CONTRACTOR -8- EMPLOYER

S. N.	Key Information	Details
13.	Payment Terms	Contractor shall submit bills only once at the end of every calendar month by the 7 th 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 7 days after its submission in full along with all relevant documents & Certificates.
14.	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
15.	Signing of Agreement	Within 10 Days from the date of issue of Lol.
16.	Important Dates	
(a)	Issue of Blank E- Tender Document	28/12/2016 to 18/01/2017 by Online Payment of Rs. 15,000/- (Rupees Fifteen Thousand Only) INR by RTGS, NEFT remitted to Mangalore SEZ Limited Account No: 157202000001000 of Indian Overseas Bank, Padavu Branch, Mangalore IFSC Code: IOBA0001572
(b)	Due Date for Up Loading the filled E-Tender Documents	Before 15.00 hrs on 19/01/2017
(c)	Opening of Technical Proposals	19/01/2017 at 16.30 hrs.
(d)	Opening of Financial Proposals	Price bids of technically qualified bidders will be opened on completion of evaluation of technical proposals. Opening of price bids will be followed by e-reverse auction. Base price for e-reverse auction will be the lowest price evolved from sum of three years quoted cost from price bid opening. The detailed procedure for e-reverse auction will be intimated to the bidders in advance. However, MSEZL reserves the right not to conduct e-reverse auction and can select the lowest bidder based on the price bids received.
17.	Termination:	MSTPL may terminate the Contract in the event of default by the Contractor as per the clause No 42 of General Conditions of Contract.

CONTRACTOR -9- EMPLOYER