1. INVITATION FOR BIDS

- 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 12 Wet Wells, Sewage Pumping Mains & related ancillaries 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 has been 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 treated sewage 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, Sewage Pumping Mains & related ancillaries.
- 3. MSEZL invites proposals comprising Capability Statement (Qualification Documents) and Price Proposals from interested Bidders for the work of **Operation & Maintenance of Kavoor STP, 12 Wet Wells, Sewage Pumping Mains & related ancillaries in Mangalore City for MSTPL for a period of 3 years-Contract Package No: MSTPL/O&M/STP KAVOOR/2024.**
- 4. Bidding is open to all Contractors / firms based in India, who are eligible as per technical requirements. Joint Venture is not allowed.
- 5. 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.
- The blank E-tender document can be procured between 09/07/2024 to 05/08/2024 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.
- 7. 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

8. Scope of work

Operation & Maintenance of Kavoor STP along with all 12 Wet Wells, Sewage Pumping Mains Transmission Mains & related ancillaries (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 by optimum MLSS and disposal conforming to the prescribed standards
- Provide all necessary skilled & semiskilled manpower of appropriate skills and, unskilled manpower, 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 required spares
- 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 & providing mosquito coils.
- Provision of all necessary log sheets, MIS, records as determined by Engineer-in-Charge.
- Providing security personnel to ensure security of the Plant
- Compliance of all statutory requirements including PF, ESI, EL, Bonus, minimum wages, labour laws etc.
- Maintaining the stores including insurance
- Maintenance of gardens
- Providing safety shoes, uniforms 2 sets, canteen allowance, gumboots, hand gloves, soaps, sanitizers, raincoats to all its employees
- Inclusive of all incidental items of work, except power charges
- Ensuring conductivity of sewage within the prescribed limits.

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.

9. The filled-in E-tender **documents** shall be uploaded before **15:00** hours on **06/08/2024**.

10. 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 MSTPL Office at the address given below:

Mangalore STP Limited Kavoor Sewage Treatment Plant Mullakad, Opp Kavoor Rice Mill Mangalore, Dakshina Kannada Dist Karnataka-575015 Email: <u>harish@msezl.com; ashwini.hegde@msezl.com</u>

- 11. The technical proposals uploaded by the tenderers will be opened at **15:30 hours** on **06/08/2024.**
- 12. Price bids of only the qualified bidders will be opened on completion of evaluation of technical proposals.
- 13. MSTPL 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. MSTPL 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: 08/07/2024

Director Mangalore STP Limited

MSTPL

2. BIDDNG DATA

No	Key Information	Details
1	Project Title	Operation & Maintenance of Kavoor STP, 12 Wet Wells, Sewage Pumping Mains & related ancillaries in Mangalore City for MSTPL for a period of 3 years-Contract Package No: MSTPL/O&M/STP KAVOOR/2024
2	Owner	Mangalore STP Limited (MSTPL)
3	Brief Scope of Works	As mentioned in Para 8 of Invitation for Bids
4	Time Period	Time frame will be 3 years from the date of issue of LOI or any other date as mentioned in the LOI.
5	Annual Turnover	Average Annual Turnover in the last 3 years ending with 31.03.2023 should be a minimum of Rs 5.25 Crores (The bid must be accompanied by the Annual Reports of the preceding three years of the bidder 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 June 2024 should be either of the following: a. Three similar completed works costing not less than Rs 7.0 Cr each; or
		b. Two similar completed works costing not less than Rs 8.75 Cr each; or
		c. One similar completed work costing not less than Rs 14.00 Cr.Similar work means:
		"Operation and Maintenance of Sewage Treatment Plant or Tertiary Treatment Plant or Industrial Effluent Treatment Plant or Common Effluent Treatment Plant or Desalination Plant with associated pumping stations and pipelines".
		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.

No	Key Information	Details
		Note: Experience Certificate shall include actual cost of work completed with date of completion. 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.
8	Proposal Validity	90 days from the last date of submission of the proposal.
9	Amount of Bid Security	Rs. 27,50,000 (Indian Rupees Twenty Seven Lakh Fifty Thousand Only) in the form of a Bank Transfer 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 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 STP 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 MSTPL (Till obtaining NOC from MSTPL).
11	Price reduction Schedule	 "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. d) Reduction or stoppage in flow to STP due to non-restoration of rising main beyond 7 days. Not restoring pumping system at wet wells within 48 hours in case of complete stoppage of pumping from any wet well.
		In the event of any "Disruption" the Contractor will render himself

MSTPL

MSTPL/O&M/STP KAVOOR/2024

No	Key Information	Details
		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.
		b) Two "Disruptions" in a calendar month will attract a
		reduction of 7% of bill amount for the calendar month.
		c) Three "Disruptions" in a calendar month will attract a
		reduction of 10% of bill amount for the calendar month.
		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.
		*Note: Prolonged power supply interruptions are exempted.
12	Mobilisation advance	5% of the first year O&M Contract value only 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.
13	Duties and Taxes	Rate to be quoted shall be inclusive of all applicable taxes and
		duties.
14	Recovery of	Recovery of Mobilization advance will be made in twelve equal
	Mobilisation Advance	monthly instalments.
15	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 14
		days after its submission in full along with all relevant documents &
10		Certificates.
16	Deduction of Advance	
		Government of the State of Karnataka
	Advance Works	
17	Contract Tax	Within 10 Days from the date of issue of Lol.
17 18	Signing of Agreement	Within 10 Days from the date of issue of Loi.
	Important Dates Issue of Blank E-	09/07/2024 to 05/08/2024
(a)	Tender Document	09/07/2024 10 05/08/2024
(b)	Due Date for	Before 15.00 hrs on 06/08/2024
(~)	uploading the filled E-	
	Tender Documents	
(c)	Opening of Technical	06/08/2024 at 15.30 hrs
√ = <i>1</i>	Proposals	
(d)	Opening of Financial	Price bids of only the technically qualified bidders will be opened
	Proposals	on completion of evaluation of technical proposals.
19	Termination	MSTPL may terminate the Contract in the event of default by the
		Contractor as per the clause No 41 of General Conditions of
		Contract.
20	Force Majeure	The term "FORCE MAJEURE" as employed in this contract shall

No	Key Information	Details
		mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
21	Procedure for resolution of Disputes	Disputes which are not resolved through amicable settlement shall be referred to a single Arbitrator appointed by the court as per Arbitration and Conciliation Act 1996.
22	Prevention of Sexual Harassment	The contractor/Agency shall be solely responsible for full compliance with the provision of "The Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act 2013".In case of any complaint of sexual harassment against its employee within the premises of MSEZ, complaint will be filed before the Internal Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of MSEZL shall be taken cognizance of by the Internal Committee constituted by MSEZL. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue. The contractor shall provide a complete and updated list of its employees who are deployed within MSEZ premises.