

SEPTAGE WASTE MANAGEMENT for Shillong **UNDER AMRUT**

BIDDING DOCUMENTS FOR A CONTRACT

TO SEPTAGE MANAGEMENT IN SHILLONG COVERING SHILLONG MUNICIPAL AREA. THE WORK INCLUDES (I) DESIGN AND BUILD SEPTAGE WASTE TREATMENT PLANT OF CAPACITY 115M³/DAY AND ALL APPURTENANT STRUCTURES AND ALLIED WORKS COMPLETE INCLUDING TESTING, TRIAL RUN FOR 3 MONTHS AND COMMISSIONING OF THE PLANT TO THE SATISFACTION OF THE ENGINEER (PERIOD OF COMPLETION - 12 MONTHS); (II) OPERATION & MAINTENANCE OF THE COMPLETE WORKS OF SEPTAGE WASTE TREATMENT PLANT AND ALLIED WORKS FOR A PERIOD OF 5 YEARS AT MAWIONG, SHILLONG, STATE OF MEGHALAYA, INDIA.

18th October, 2017

Invitation for Bids

CONTRACT TO

SEPTAGE MANAGEMENT IN SHILLONG COVERING SHILLONG MUNICIPAL AREA. THE WORK INCLUDES (I) DESIGN AND BUILD SEPTAGE WASTE TREATMENT PLANT OF CAPACITY 115M³/DAY AND ALL APPURTENANT STRUCTURES AND ALLIED WORKS COMPLETE INCLUDING TESTING, TRIAL RUN FOR 3 MONTHS AND COMMISSIONING OF THE PLANT TO THE SATISFACTION OF THE ENGINEER (PERIOD OF COMPLETION - 12 MONTHS); (II) OPERATION & MAINTENANCE OF THE COMPLETE WORKS OF SEPTAGE WASTE TREATMENT PLANT AND ALLIED WORKS FOR A PERIOD OF 5 YEARS AT MAWIONG, SHILLONG, STATE OF MEGHALAYA, INDIA



Office Of the
SHILLONG MUNICIPAL BOARD
 Bishop Cotton Road, Shillong - 793001, Meghalaya
<http://smb.gov.in>

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No. SMB/PW/1/17-18/80

Dated Shillong the 18th October, 2017

INVITATION FOR BID (NCB)

Contract Title:

Septage Management in Shillong covering Shillong Municipal area. The work includes (i) design and build 115m³/day and all appurtenant structures and allied works complete including testing, Trial run for 3 Months and commissioning of the plant to the satisfaction of the Engineer (period of completion - 12 months); (ii) operation & maintenance of the complete works of septage waste treatment plant and allied works for a period of 5 years at Mawiong, Shillong, State of Meghalaya, India.

Dead line for the Bid– 17-11-2017 at 14.00hrs

1. The Government of Meghalaya, under AMRUT proposed to have a Septage waste Management system and Shillong Municipal board intends to apply a part of the proceeds towards payments under the contract for work detailed below. **Bidders are advised to note the minimum qualification criteria specified in Appendix to the ITB (Instructions to Bidders) in the bidding documents, to qualify for the award of contract.**
2. Bidding will be conducted through the National Competitive Bidding Procedure as specified and is open to all eligible bidders as defined in the Guidelines.
3. The Chief Executive officer, Shillong Municipal Board in the State of Meghalaya India invites sealed bids from eligible bidders for the works detailed in the table below. The bidders may submit bids for the following work as per Instructions to Bidders and the Appendix thereto

Name of the Work	Estimated cost put to bid	Bid Security	Cost of Bidding Document	Period
Design, Construction, Operation, Test and Commission of 115m ³ /day capacity Septage/ sewage treatment plant (STP) at Shillong with appropriate technology on DBOT Basis, including 5 years of post-commissioning operation and maintenance	Rs 16.00 million including provision al sum of 1.0 million	Rs 3,20,000/-	Rs.3000	Part A: Design, Construction, Commissioning of 115m ³ /day capacity STP with 1 year Defect Liability Period Part B. Post Commissioning O& M of STP for a period of 3 Years

4. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the Chief Executive officer, Shillong Municipal Board, Bishop cotton road, Shillong-793001, at the address given below during office hours i.e. 11.00 to 1600 hours on all working day from 23-10-17
5. A complete set of Bidding documents will be available on the State Government website <http://meghalaya.nic.in>. & Shillong Municipal Board website <http://smb.gov.in> from 19th Oct, 2017. The bidders who are interested to participate in the bidding process can download the bid documents from the website for their use. The bidders who download the documents shall have to pay along with their bid submission, then on refundable cost of Rs. 3,000/- (Rupees Three Thousand only) in the form of a Demand Draft issued by a nationalized bank / foreign bank listed with the Reserve Bank of India having its branches in Shillong, India, payable to the Chief Executive officer, Shillong Municipal Board Payable at Shillong. In this case the bid should be submitted along with required non refundable fees. In absence of this fee, bid will not be accepted
6. Bidders can also purchase the bid documents commencing from 23rd Oct, 2017 on payment of Rs. 3,000/- (Rupees Three thousand only) in the form of a Demand Draft issued by a nationalized bank / foreign bank listed with the Reserve Bank of India having its branches in India, payable to the Chief Executive officer, Shillong Municipal Board, Payable at Shillong. Bid documents requested by shall be sent through speed post / registered post on payment of an extra amount of Rs. 500/- (Rupees Five hundred only). The Chief Executive officer will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
7. A pre-bid meeting will be organized for the interested bidders on the dates and timings as mentioned in the table below.
8. **Date and time of Pre-bid meeting – 26/10/2017 at 14.00 hrs**
9. The Pre-bid meeting will be held in the office of the Chief Executive officer, Shillong Municipal Board, Bishop cotton road, Shillong-793001. Interested bidders may choose to attend the pre-bid meeting at their own expenses.
10. Sealed bids must be delivered to the address mentioned above under para 6 before 14.00 hours on or before the dates as mentioned in the table below.
11. **Last date for Bid Submission– 17/11/2017 at 14.00 hrs**

All bids must be accompanied by the specified bid security as part of the bid. The amount & currency of the bid security shall be as specified in table of para 4. The bid security shall be in the form of a Bank Guarantee or a Demand Draft in favour of Chief Executive officer, Shillong Municipal Board, Shillong payable at Shillong issued by a nationalized or scheduled bank in

India and valid for the period of bid validity and an additional period of 28 days. Late bids shall be rejected. Technical Bids will be opened immediately thereafter at 14:30 hours on the same day and at the same place in the presence of the bidders or bidders' representatives who choose to attend. In the event of the specified date of bidding/opening being declared a holiday for the Employer/Purchaser, the bids shall be received and opened at the same time and place on the next working day.

13. Shillong Municipal Board will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of the bids.
14. Chief Executive officer, Shillong Municipal Board, Shillong reserves the right to accept any bid or reject any and all bids.

Chief Executive officer,
Shillong Municipal Board,
Bishop cotton Road, Shillong,
India- 793001
Phone No., +91-364-2224702
Fax No,+91-364-2224702
Email: smb-meg@nic.in
Project Website: <http://smb.gov.in>



Chief Executive Officer
Shillong Municipal Board

Memo No. SMB/PW/1/17-18/80-A

Dated Shillong the 18th October, 2017

Copy to :-

1. To the Principal Secretary to the Government, of Meghalaya, Urban Affairs Department for information.
2. The Director (UD) Ministry of Housing and Urban Affairs, Government of India, Nirman Bhawan, New Delhi for information.
3. The Joint Secretary to the Government of Meghalaya, Urban Affairs Department for information.
4. The Director Urban Affairs, for kind information.
5. The Deputy Commissioner, East Khasi Hills District, Shillong for kind information.
6. The State Informatics Officer, Meghalaya, Shillong with a request to upload the advertisement in the State Government website. & SMB website <http://smb.gov.in>. A soft copy of the advertisement is enclosed.



Chief Executive Officer
Shillong Municipal Board

SEPTAGE WASTE MANAGEMENT for Shillong UNDER AMRUT

BIDDING DOCUMENTS

INSTRUCTION TO BIDDERS

FOR A CONTRACT

TO SEPTAGE MANAGEMENT IN SHILLONG COVERING SHILLONG MUNICIPAL AREA. THE WORK INCLUDES (I) DESIGN AND BUILD SEPTAGE WASTE TREATMENT PLANT OF CAPACITY 115M³/DAY AND ALL APPURTENANT STRUCTURES AND ALLIED WORKS COMPLETE INCLUDING TESTING, TRIAL RUN FOR 3 MONTHS AND COMMISSIONING OF THE PLANT TO THE SATISFACTION OF THE ENGINEER (PERIOD OF COMPLETION - 12 MONTHS); (II) OPERATION & MAINTENANCE OF THE COMPLETE WORKS OF SEPTAGE WASTE TREATMENT PLANT AND ALLIED WORKS FOR A PERIOD OF 5 YEARS AT MAWIONG, SHILLONG, STATE OF MEGHALAYA, INDIA.

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION	1
1.1 Source of Funds	
1.2 Eligible Bidders	1
1.3 Eligible Plant and Equipment and Services	2
1.4 Cost of Bidding	3
SECTION 2 - THE BIDDING DOCUMENTS	3
2.1 Content of Bidding Documents	3
2.2 Clarification of Bidding Documents	5
2.3 Site Visit	5
2.4 Data Room and Background Information	5
2.5 Pre-Bid Meeting	6
2.6 Amendment of Bidding Documents	6
2.7 Contact with the Owner For the Purpose of Clarification	6
2.8 Information Provided by the Owner/Bidders Due Diligence	6
2.9 Timetable	7
SECTION 3 - PREPARATION OF BIDS	8
3.1 Language of Bid	8
3.2 Documents Comprising the Bid	8
3.3 Technical Section – Part I – Technical and Staffing Information	9
3.4 Technical Section – Part II – Bid Security	11
3.5 Technical Section – Part III – Bid Form and Updated Prequalification Information	12
3.6 Technical Section – Part IV - Joint Venture Documents and Requirements	12
3.7 Technical Section – Part V – Power of Attorney	13
3.8 Technical Section – Part VI – Commissions and Gratuities	13
3.9 Technical Section – Part VII – Pre-Printed Literature	14
3.10 Financial Section – Price Schedules	14
3.11 Financial Section – Bid Prices	14
3.12 Financial Section – Bid Currencies	15
3.13 Bidding of Alternatives Not to be Considered	15
3.14 Period of Validity of Bid	16
3.15 Format and Signing of Bid	16
SECTION 4 - SUBMISSION OF BIDS	17
4.1 Sealing and Marking of Bids	17
4.2 Deadline for Submission of Bids	17
4.3 Late Bids	17
4.4 Modification and Withdrawal of Bids	17
SECTION 5 - BID OPENING AND EVALUATION	18

TABLE OF CONTENTS

5.1	Opening of Bid by Owner	18
5.2	Clarification of Bids	18
5.3	Preliminary Examination of Bids	18
5.4	Conversion to Single Currency	19
5.5	Technical Evaluation	19
5.6	Price Evaluation	20
5.7	Contacting the Owner	21

SECTION 6 - AWARD OF CONTRACT 22

6.1	Award Criteria	22
6.2	Owner's Right to Accept or Reject and Waive Irregularities	22
6.3	Notification of Award	22
6.4	Signing the Form of Contract	22
6.5	Performance Security	23
6.6	Failure to Sign the Form of Contract or Provide the Performance Security	23
6.7	Adjudicator	23
6.8	Fraud and Corruption	23

INSTRUCTIONS TO BIDDERS

SECTION 1 - INTRODUCTION

1.1 Scope of work

- (1) Scope of work: The bidder's scope of work shall include (i) design and build Septage waste treatment plant of installed capacity **indicated in the Bid Data Sheet** and all appurtenant structures and allied works and (ii) operation & maintenance after successful commissioning and testing of the complete works ("**Project**") of sewage treatment plant, for a period of 3 years at the Place and State **indicated in the Bid Data Sheet**.
- (2) The Shillong Municipal Board (SMB) will make available the land required for the STP and its ancillary works as per the selected bidders design requirements. The selected bidder shall adopt the most appropriate and techno economically feasible treatment process technology and shall design the sewage treatment plant ensuring the effluent quality which complies with the effluent discharge and disposal standards as prescribed by the Central Pollution Control Board / Meghalaya State Pollution Control Board as may be applicable as per the law.

1.2 Eligible Bidders

- 1.2.1 This Invitation for Bids, issued by the Owner **named in the Bid Data Sheet**, is open to all bidders from the list of eligible countries is set out in Annexure A Part g.
- 1.2.2 Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified

in the BDS ITB 1.1(a) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

1.2.3 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

1.2.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration

1.3 Ineligible Bidders

A Bidder that has been sanctioned by the Bank in accordance with the above ITB 6.8, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to bid for, or to be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.

1.4 Debarred Firms

The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

1.5 Eligible Plant and Equipment and Services

(1) For the purposes of these Bidding Documents, the words "Plant and Equipment" and "Services" shall be construed in accordance with the respective definitions given to them in the Contract.

(2) All Plant and Equipment to be supplied and installed and Services carried out under the Contract may have their origin in any country, as defined in the *Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits & Grants* (January 2011 Edition) (“*IBRD Guidelines for Procurement*”) and subject to Instructions to Bidders (“ITB”) Section 1.3(3), and all expenditures made under the Contract will be limited to such Plant and Equipment and Services.

(3) In accordance with paragraph 1.10 of the *IBRD Guidelines for Procurement*, Bidders from an eligible country may be excluded if,

- a) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or services required; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

(4) The list of ineligible countries is set out in the **Bid Data Sheet**.

(5) For purposes of this ITB Section 1.3, “origin” means the place where the Plant and Equipment or component parts thereof are mined, grown, or produced. Plant and Equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

(6) The origin of the Plant and Equipment and Services is distinct from the nationality of the Bidder.

1.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible for these costs, regardless of the conduct or outcome of the bidding process.

SECTION 2 - THE BIDDING DOCUMENTS

2.1 Content of Bidding Documents

(1) The nature of the services, the site and the plant that are to be designed, built, operated and maintained by the bidder, the procedures that are to be followed during the bidding process and the contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents consist of:

- a) the Invitation for Bids;
 - b) the Instructions to Bidders (ITB) and Appendix to ITB;
 - c) the Bid Data Sheet;
 - d) Annex A to the Bidding Documents – Forms
 - (i) Bidder’s Bid Form;
 - (ii) Bidder’s Price Schedules;
 - (iii) Form of Bid Security;
 - (iv) Form of Performance Security;
 - (v) Form of Bank Guarantee – Advance Payment;
 - (vi) Format of Curriculum Vitae for Proposed Key Staff;
 - (vii) Form for Clarification Questions; and
 - (viii) Appendix to Annex A - Information Forms
 - e) Annex B to the Bidding Documents – the contract (the “Draft Contract”) consisting of:
 - (i) Form of Contract;
 - (ii) General Conditions of the Contract; and
 - (iii) Appendices to the General Conditions, including the,
 - (A) Special Conditions of Contract;
 - (B) Technical Specifications;
 - (C) Site Appendix;
 - f) Addenda to the documents listed in ITB Section 2.1(a) to (e), if any are issued by the Owner.
- (2) The documents listed in ITB Section 2.1(a), (b), (c), (d), (e) and (f) are collectively the “Bidding Documents”.
- (3) Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder,
- a) fails to provide all documentation and information required by the Bidding Documents; or

- b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents,

Such action is at the Bidder's risk and the Owner may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

2.2 Clarification of Bidding Documents

- (1) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Owner in writing by mail, courier, fax or hand delivery at the Owner's mailing address indicated in the Bid Data Sheet. Similarly, if a Bidder feels that any important provision in the Bidding Documents, such as those listed in **ITB Section 3.3**, will be unacceptable, such an issue must be raised during the clarification stage.
- (2) All such queries and requests for clarification shall be submitted using the Form for Clarification Questions contained in Annex A to the Bidding Documents.
- (3) The Owner will respond in writing to any request for clarification or modification of the Bidding Documents that it receives on the Form for Clarification Questions no later than the date set out in the timetable in the Bid Data Sheet. Written copies of the Owner's response, including an explanation of the query but not identification of its source, (the "Response to Questions Document") will be sent to all prospective Bidders that have received the Bidding Documents. If similar or repeated queries are made by Bidders, the Owner may list those queries as one query & respond to such query only once.

2.3 Site Visit

- (1) Each Bidder is advised to visit and inspect the site of the proposed Septage Sewerage Treatment facility/area (the "Site Visit") and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract. The Owner will schedule a time on or after the date set out in the timetable specified in the Bid Data Sheet and develop a procedure for Bidders to conduct a Site Visit. The costs of visiting the site shall be at the Bidder's own expense.
- (2) Each Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such a Site Visit, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Owner, the Borrower and their personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the Site Visit.

2.4 Data Room and Background Information

- (1) Unless otherwise stated in the Bid Data Sheet, Shillong Municipal Board (Owner) will establish a data room (the "Data Room") in the Municipal office at Shillong with a collection of relevant data to be accessible to Bidders or their representatives from the date set out in the timetable specified in the Bid Data Sheet until the deadline for submission of Bids (the "Submission Deadline"), in accordance with a schedule established by the Owner.
- (2) The Owner may provide prospective Bidders with a separate background information document as may be available with the owner, (the "Background Information Document") if indicated in the Bid Data Sheet. The Background Information Document is not a Bidding Document.

2.5 Pre-Bid Meeting

Each prospective Bidder is invited to attend a Pre-Bid Meeting, which will take place at the venue and time stipulated in the Bid Data Sheet. While attendance at the pre-bid meeting is not mandatory, Bidders are strongly encouraged to attend. The purpose of the pre-bid meeting is to provide a technical presentation and to clarify issues and answer questions on any matter that may be raised at the meeting. Each prospective Bidder is requested, as far as possible, to submit any question in writing to reach the Owner not later than one week before the pre-bid meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the pre-bid meeting will be transmitted without delay to all prospective Bidders that have been issued Bidding Documents. All responses to questions raised at the pre-bid meeting will be included in the Response to Questions Document. **The proceedings of the pre-bid meeting, reply to the queries and corrigendum if any will also be uploaded on the website** specified in the Bid Data Sheet

2.6 Amendment of Bidding Documents

- (1) At any time prior to the Submission Deadline, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents by addendum. No other communications of any kind whatsoever, including, without limitation, the minutes of the pre-bid meeting or the Response to Questions Document, shall modify the Bidding Documents.
- (2) Addenda, if any, will be sent in writing by air mail, courier or facsimile to all prospective Bidders and will be binding on them. Bidders shall immediately acknowledge receipt to the Owner of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. Such Addenda will also be uploaded on the website specified in ITB 2.5.
- (3) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Owner may, at its discretion, extend the Submission Deadline, in which case, the Owner will notify all prospective Bidders in writing of the extended deadline.

2.7 Contact with the Owner For the Purpose of Clarification

The prospective Bidders and Bidders shall contact only the persons named at the addresses in the Bid Data Sheet for the purpose of requesting information and clarification or for any other purpose relating to the bidding process. The prospective Bidders and Bidders shall not contact any other person at the Owner during the bidding process. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Owner on any matter related to the bidding process, it may do so in writing.

2.8 Information Provided by the Owner/Bidders Due Diligence

- (1) Each Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Bidder that has been successful in the bidding process (the "Successful Bidder"). The bidder will at its own cost and responsibility, undertake market survey to assess the need and potential to sell the treated effluent to the prospective buyers and in absence of such buyers the method and modus operandi for safe disposal of the treated effluent out flowing from the STP.
- (2) No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Owner or its advisors, employees, consultants or agents, for the completeness or

accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the bidding process or during the term of the Contract. The Owner and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the bidding process or during the term of the Contract.

- (3) Bidders shall not rely on any oral statements made by the Owner or its advisors, employees, consultants or agents.
- (4) All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Owner's country. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this bidding process applies.

2.9 Timetable

- (1) The estimated timetable, from the issuance of the Bidding Documents to the identification by the Owner of the Successful Bidder and the execution of the Contract, is set out in the Bid Data Sheet.
- (2) The Owner may, in its sole discretion and without prior notice to the Bidders, amend the estimated timetable specified in the Bid Data Sheet. Bidders shall not rely in any way whatsoever on the estimated timetable specified in the Bid Data Sheet and the Owner shall not incur any liability whatsoever arising out of amendments to the estimated timetable. The Owner shall give notice of timetable changes, if any, by addenda.

SECTION 3 - PREPARATION OF BIDS

3.1 Language of Bid

The Bid prepared by the Bidder, all correspondence and documents related to the Bid exchanged by the Bidder and the Owner and the bidding process shall be written in the language specified in the Bid Data Sheet, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

3.2 Documents Comprising the Bid

- (1) Each Bidder shall submit only one Bid which shall consist of,
 - a) One Technical Section which contains the following parts in the following order:
 - (i) Part I – the information required by ITB Section 3.3;
 - (ii) Part II – the Bid Security required by ITB Section 3.4;
 - (iii) Part III – the Bid Form required by ITB Section 3.5(1), and the information required by ITB Section 3.5(2);
 - (iv) Part IV – where applicable, the joint venture documents required by ITB Section 3.6;
 - (v) Part V – the power of attorney required by ITB Section 3.7;
 - (vi) Part VI – the declaration of commissions and gratuities required by ITB Section 3.8; and
 - (iv) Optional, separately bound pre-printed literature; and
 - b) One Financial Section which shall consist of the Price Schedules completed in accordance with ITB Section 3.10.
- (2) Each Bidder shall also submit an initialled Draft Contract, in accordance with ITB Section 3.15(2), in the same envelope as its Technical Section.
- (3) The Bid, excluding the initialized Draft Contract submitted in accordance with ITB Section 3.15(2)(c) is recommended not to exceed the number of pages set out in the Bid Data Sheet.

3.3 Technical Section – Part I – Technical and Staffing Information

The bidder, while making his technical proposal shall consider the following aspects.

- a. The Owner shall make available the right of way and the land area allocated for this facility for setting up of Sewage Treatment Plant. The bidders will be free to offer STP based on a technology of their choice and indicate in their bid the actual land requirement for setting up treatment facility as offered by them. The status of availability and ownership of the land is **specified in the Bid Data Sheet**.
- b. The location for disposal of treated Sewage and sludge shall be as specified in the **Bid Data Sheet**.
- c. The land that will be required for STP, roads, drains and other appurtenant structures shall be indicated by the bidder and the cost of such Land requirement as determined on the basis of land price specified in the **Bid Data Sheet** shall be added to the bid price for evaluation of the lowest evaluated substantially responsive bidder.

The Operator shall design and construct the STP with installed capacity as indicated in the Bid Data Sheet clause 1.1(d).

Part-I of the Technical Section of the Bid shall consist of the following sub-parts in the following order:

- a) An Executive Summary of the Technical Section;
- b) A detailed design-build workplan including a detailed program timetable (the “Design-Build Workplan”) setting out the manner in which the Bidder proposes to carry out the design-build services as defined in the Draft Contract (the “Design-Build Services”) and meet the design-build technical standards in accordance with the Technical Standards Appendix to the General Conditions. The Design-Build Workplan shall be divided into the following sections:
 - (i) A well-defined proposal for the treatment process technology proposed by the bidder. The owner will make available the land required for the STP and ancillary works. The bidders design should aim at optimizing the land requirement.
 - (ii) a section entitled “Drawings” which consists of conceptual drawings that are sufficiently detailed to communicate the Bidder’s design intent for all components of the proposed Sewage Treatment Plant and allied services. The conceptual drawings shall include the following:
 - (A) a site plan showing the location of the STP area and limits to the bidders construction activities;along with the land required for the total planned area for STP
 - (B) a site plan showing all proposed works listed in the Bid Data Sheet;
 - (C) The bidder’s proposed approach and methodology on the disposal of the treated effluent including its reuse for land irrigation and / or industrial and commercial purposes.

- (D) a detailed narrative in support of the conceptual drawings setting out the Bidder's plan for compliance with the Design-Build Services Appendix and the technical standards set out in the Technical Standards Appendix, to include construction quality assurance and control;
- (E) a detailed program and schedule setting out the proposed sequence of works to be undertaken, including estimated start date, finish date and time allocations for individual units of the works, proposed resources to be allocated and the identification of all major milestones, including the submission of schematic design documents, design development documents, the Design-Build Documents and the commissioning of individual units of the Sewage Treatment Plant (STP); and
- (F) An itemized list of the principal codes of practice and standards proposed to be used for the Design-Build Services; and

A section specifying the power consumption for Operations and Maintenance of the STP on an annual basis. The Bidder shall further provide the breakup of electricity consumption in various facilities in the STP on an annual basis. The Bidder shall provide the total estimated consumption, connected load in KW, maximum power demand, average energy consumption In KwH per day with full load up to the installed capacity of the STP, estimated power factor, any proposals for improving efficiency in terms of lower power consumption

- (iii) a section entitled "Plant and Equipment and Operator's Equipment" which consists of a list of proposed suppliers of major Plant and Equipment and Operator's Equipment (Design-Build) and Operator's Equipment (Operations), including:

- (A) plant and equipment;
- (B) materials, including pipework and principal construction materials.

For all items listed in ITB Section 3.3(b)(ii), the Bidders shall provide either catalogues or detailed information with respect to manufacturer and source, model designation, primary specifications, and year of manufacture, as applicable;

- (a) A detailed workplan (the "Operations Workplan") setting out the manner in which the Bidder proposes to carry out the operation of the Sewerage Treatment facility as set out in the Draft Contract (the "Operations Services") and meet the operating technical standards in accordance with the Technical Standards Appendix to the General Conditions. The Operations Workplan shall be divided into the following sections:
 - (i) a section entitled "Operations Start-up" which provides an outline contents and overview of the Bidder's proposed plans and programs for operational start-up of the STP; and
 - (ii) a section entitled "Operation and Maintenance Plan" which provides an outline contents and overview of the Bidder's proposed plans and programs for STP operation, including the items listed in the Bid Data Sheet;

- (b) A detailed description of the Bidder’s plans and methodologies to ensure that the requirements of the applicable Environmental Management Plan for the proposed Plant and allied services at Site will be implemented and monitored;
- (c) A detailed staffing plan (the “Staffing Plan”) setting out the Bidder’s proposed staffing arrangements for the carrying out of the Design-Build and Operations Services. The Staffing Plan shall be divided into the following sections:
 - (i) two sub-sections, (one for the Design-Build Services and one for the Operations Services) each entitled the “Staffing Chart” and each consisting of a chart setting out a list of all proposed Operator’s Personnel positions, the role of each position, the duration of existence of the position, and the location of the staff person filling the position during the periods of assignment to carry out the Design-Build and Operations Services;
 - (ii) a section entitled “Summary of Staff Qualifications” which consists of a summary table setting out,
 - (A) for the Key Staff positions, the names of the Bidder’s employees who will occupy the Key Staff positions; and
 - (B) all proposed positions for the Bidder Personnel and the qualifications, years of experience and areas of expertise, including a clear indication of the expertise that the staff will provide consistent with the requirements set out in the Operator’s Expertise Appendix of the Draft Contract, for each of the proposed positions; and
 - (iii) a section entitled, “Curriculum Vitae” which contains the signed curriculum vitae for each of the Key Staff, in the format set out in Annex - A to the Bidding Documents;
- a) For the purpose of ITB Section 3.3(e)(ii)(A) and (iii), “Key Staff” means those individuals that will fill the positions listed in the Bid Data Sheet; and
- b) A list of all nominated subcontractors and sub-consultants and a detailed description of the services to be carried out or the Plant and Equipment to be provided by the nominated subcontractors and sub-consultants. The Bidder shall provide the name and nationality of all nominated subcontractors and sub-consultants. The Bidder shall ensure that all nominated subcontractors and subconsultants comply with ITB Section 1.3. The Bidder shall not exceed the maximum percentage of subcontracting and subconsulting set out in GC Section 8.6(1) of the Draft Contract.

3.4 Technical Section – Part II – Bid Security

- (I) In Part II of the Technical Section of its Bid, the Bidder shall furnish, as part of its Bid, a Bid security in the amount and currency stipulated in the Bid Data Sheet. The bid security of a Joint Venture must define as “Bidder” all Joint Venture Partners and list them in the following manner

“a Joint Venture consisting of ‘.....’, ‘.....’ and ‘.....’.

- (II) The Bid Security shall, at the Bidder's option, be in the form of a certified cheque, but only if the certified cheque shows a validity date, letter of credit or a bank guarantee from a reputable bank or insurance company selected by the Bidder and located in any eligible country. If the institution issuing the security is located outside the country of the Borrower, it shall have a correspondent financial institution located in the country of the Borrower to make it enforceable. The format of any bank guarantee provided by a Bidder shall be in accordance with the form of Bid Security contained in Annex A to the Bidding Documents. The Bidder shall ensure that the Bid Security remains valid for a period of **30 days** after the end of the original Bid Validity Period, as defined in ITB Section 3.14(1), and 30 days after any extension subsequently requested by the Owner in accordance with ITB Section 3.14(2).
- (III) Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Owner as being non-responsive. The Bid Security of a joint venture must be in the name of all of the participants in the joint venture submitting the Bid.
- (IV) The Owner will return the Bid Securities of the unsuccessful Bidders as promptly as possible, but not later than **45** days after the expiration of the Bid Validity Period.
- (V) The Bid Security of the Successful Bidder will be returned when the Bidder has signed the Form of Contract pursuant to ITB Section 6.4 and has provided the required performance security as set out in the Contract and ITB Section 6.5.
- (VI) The Bid Security may, in the discretion of the Owner, be forfeited,
- a) if the Bidder withdraws its Bid during the Bid Validity Period; or
 - b) in the case of the Successful Bidder, if the Successful Bidder fails within the specified time limit,
 - (i) to execute the Form of Contract in accordance with ITB Section 6.4; or
 - (ii) to furnish the performance security to the Owner in accordance with ITB Section 6.5.

3.5 Technical Section – Part III – Bid Form and Qualification Information

- (1) In Part III of the Technical Section of its Bid, each Bidder shall provide a completed Bid Form in the same form and substance as the Bid Form contained in **Annex A** to the Bidding Documents.
- (2) In Part III of the Technical Section of its Bid, Bidders shall submit Information Forms duly completed to evidence compliance with the Qualification Criteria provided in the Appendix to ITB. The Information Forms are provided in the Annex A to the Bidding Documents.

3.6 Technical Section – Part IV - Joint Venture Documents and Requirements

- (1) Each Joint Venture Bidder shall submit, as Part IV of the Technical Section of its Bid, a written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant, which,
 - a) confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Bid in accordance with ITB Section 3.6(2);

- b) confirms each joint venture participant's willingness to provide a joint and several guarantee to the Owner to underwrite the performance of the joint venture in respect of the Contract; and
 - c) Identifies which joint venture participant.
 - (i) will assume the leading role on behalf of the other joint venture participants; and
 - (ii) will have the authority to commit all joint venture participants.
- (2) If the Successful Bidder is a Joint Venture Bidder and the Contract is awarded to the Successful Bidder each member of the joint venture consortium shall sign and execute the contract with the owner and shall be jointly and severally responsible to owner for the performance of the contract at the time of bid submission. The bidder will provide a signed, sealed and notarized joint venture consortium agreement specifying the roles, responsibility, and financial stake of each members of the JV.
- (3) If the Contract is executed between the Owner and a Joint Venture Consortium, a performance security, in the amount and in the same form and substance as set out in ITB Section 6.5, will be required from the Joint Venture Consortium. The shareholders of the Joint Venture Consortium and the shareholders' parent companies may, in the sole discretion of the Owner, be required to submit performance securities in the same form and substance as set out in ITB Section 6.5, which shall be in addition to the performance security of the Joint Venture Consortium. The Joint Venture Consortium, the shareholders of the Joint Venture Consortium and the shareholders' parent companies shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms and conditions. The Owner may, in its sole discretion, also require the shareholders or the parent companies of the shareholders, or both, to be parties to the Contract and to retain equity in the Joint Venture Consortium at a level specified in the Contract.
- (4) A copy of the Joint Venture Agreement entered into by the Partners (JV Participants) shall be submitted with the bid. Alternatively, a Letter of Intent as per format provided under Annexure A – Part K to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of the proposed Agreement, clearly indicating the objectives of the joint venture, the proposed management structure, the contribution of each participant to the joint venture operations, the commitment of the participants to joint and several liability for performance of the contract, recourse or sanctions within the joint venture in the event of default or withdrawal of any participant, and arrangements for providing the required indemnities

3.7 Technical Section – Part V – Power of Attorney

Each Bidder shall provide, as Part V of the Technical Section of its Bid, a written power of attorney in accordance with ITB Section 3.15(3).

3.8 Technical Section – Part VI – Commissions and Gratuities

In Part VI of the Technical Section of its Bid, each Bidder shall provide detailed information listing all commissions and gratuities, if any, paid or to be paid by the Bidder to agents relating to this Bid or the Contract if the Bidder is awarded the Contract. The Bidder shall list the name and address of any agents, the amount and currency paid or to be paid to the agents and the purpose of the commission or gratuity. If no such commissions and gratuities have been paid, the Bidder shall provide this information in Part VI of the Technical Section of its Bid.

3.9 Technical Section – Part VII – Pre-Printed Literature

If the Bidder wishes to provide pre-printed literature about the Bidder or the joint venture participants, that pre-printed literature shall be contained in Part VII of the Technical Section of the Bid only and shall be separately bound.

3.10 Financial Section – Price Schedules

Each Bidder shall submit completed and properly executed Price Schedules in the forms contained in Annex A to the Bidding Documents. Bidders shall complete the Price Schedules in full and shall not amend or change the form in any way. The Financial Section of each Bidder's Bid shall consist of only completed and properly executed Price Schedules.

3.11 Financial Section – Bid Prices

- (1) Bidders shall quote their total cost / premium for design and setting up the Sewage Treatment Plant and cost / premium of operation and maintenance of the STP for a post commissioning period of 5 years as annuity payments, on a "single responsibility" basis such that the total Bid Price covers all of the bidder's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, construction, commissioning, operation and maintenance including procurement etc, and if any delivery, construction, installation and completion of the Plant and the performance of the Services as set out in the Draft Contract. This includes all requirements under the Bidder's responsibilities for testing, pre-commissioning and commissioning of the Sewage Treatment Plant, the acquisition of all permits, approvals and licences, the design, building, operation, maintenance and training services, and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of the Contract.
- (2) For the purpose of submitting Bids, Bidders should note that the Bid Price shall include all kinds of taxes, duties, levies or charges of the Owner's country in accordance with the Contract. However, the bidder may take into consideration any tax / duty exemptions, reductions or privileges that may be available to him in the owner's country. The owner, at the request, of the bidder provide the required certification to avail such benefits. However, if the bidder fails to get the benefit of exemption, the owner shall not be responsible in any manner and shall not make any extra payment to the bidder. The Bid Price shall not take into account any tax exemptions, reductions or privileges that may be available to the Bidder in the Owner's country
- (3) In the Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows:
 - (a) Total cost / premium for design and setting up of the STP up to commissioning and cost plus premium for the post commissioning operation and maintenance for 5 years and shall include a fixed price for all labour, construction, (Design-Build), temporary works, energy cost, consumables and all matters and things of whatsoever nature, including preparation of the Design-Build Documents and carrying out construction, as necessary for the proper execution & commissioning of the Design-Build Services in accordance with the Contract; and
 - (b) Operations services shall be quoted separately as Part B for Operation and Maintenance of STP for 5 years from end of defects liability period and shall include a fixed price for all labour, and variable price for energy cost to run the plant, maintenance of Equipment, all

consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations & maintenance services, training, customer service and financial management services, as necessary for the proper execution of the Operations Services in accordance with the Contract.

- The cost of Design, procurement, construction, testing, trial run, commissioning and Operation & Maintenance of STP up to Defect liability period of 1 (one) year (including, power cost, labour and consumables shall be quoted by bidder under Part A.
 - The bidder has to Operate and maintain the Plant for next 5years after DLP for which the entire cost of power, labour, consumables, maintenance of all civil, mechanical and electrical units shall be borne by the bidder and shall quote his price under Part B. The bidder shall meet the expenses against subsequent O & M of STP by way of generating revenue through Sale of treated water. The Employer shall give rights for the bidder for use and sale of treated water from the Sewage treatment plant.
- (4) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to change on any account, *except in accordance with the price adjustment provisions if set out in the Contract*. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. Except for discounts provided as modifications to the Bid in accordance with ITB Section 4.4, discounts will not be considered.
- (5) Bidders are strongly encouraged to review GC Section 5.6 and the Terms and Procedures of Payment Appendix prior to completing their Price Schedules and submitting their Bid Prices.

3.12 Financial Section – Bid Currencies

Bidders may quote their price in **Indian Rupees only**

3.13 Bidding of Alternatives Not to be Considered

- (1) The Bidders shall base their Bids on the terms and conditions of the Bidding Documents and, without limiting the generality of the foregoing, shall,
- a) Submit their prices based on the terms and conditions in the Bidding Documents;
 - b) submit their Bids based on the assumption that the final Contract will be the same as the Draft Contract and shall not base their Bids on the premise that they may be able to change the Draft Contract; and
 - c) Include in their Bids a Form of Contract and Draft Contract initialled on each page in accordance with ITB Section 3.15(2)(c).
- (2) No Bidder shall submit a Bid that contains statements that are inconsistent with the Bidding Documents.
- (3) A Bidder shall not submit a Bid that proposes an arrangement between the Owner and the Bidder which, in the discretion of the Owner, is different than the arrangement set out in the Bidding Documents (an "Alternative Bid"). The Owner intends to enter into a contract to design, build and operate a Sewage Treatment facility based on the terms and conditions of the Bidding Documents. If a Bidder submits an Alternative Bid it will be returned to the Bidder and will not be considered, in any way, by the Owner.

3.14 Period of Validity of Bid

- (1) Bids shall remain valid for the period named in the Bid Data Sheet after the Submission Deadline or any extension thereof prescribed by the Owner for the receipt of Bids, pursuant to ITB Section 3.14(2) (the “Bid Validity Period”). A Bid valid for a shorter period shall be rejected by the Owner as being non-responsive.
- (2) In exceptional circumstances, the Owner may solicit the Bidders’ consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing and sent by air mail, courier or fax. If a Bidder accepts to prolong the Bid Validity Period, the Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid, except as provided in ITB Section 4.4.

3.15 Format and Signing of Bid

- (1) Each Bidder shall prepare and submit one signed and initialled original of its Bid and the number of copies of the Bid as set out in the Bid Data Sheet, clearly marking one each as “Original Bid”, “Copy No. 1”, or “Copy No. 2”, etc. as appropriate. In the event of any discrepancy between the copies and the original, the original shall govern.
- (2) The original and all copies of the Bid, each consisting of the documents listed in ITB Section 3.2, shall be typed or written in indelible ink. The person or persons duly authorized to bind the Bidder to the Bid and Contract shall sign the Bid by,
 - a) signing the original of the Bid Form;
 - b) initialling all of the pages of the original of the Bid, except for unamended printed literature; and
 - c) initialling the Form of Contract and initialling all pages of the Draft Contract.
- (3) The authority of the person or persons signing the Bid to bind the Bidder shall be demonstrated by a written and duly notarized power of attorney included in the Bid and submitted as Part V of the Technical Section of the Bid and which shall bind the Bidder for the full length of the Bid Validity Period.
- (4) The Bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Bid.

SECTION 4 - SUBMISSION OF BIDS

4.1 Sealing and Marking of Bids

- (1) Each Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “Original Bid” and “CopyNo (Three Numbers)”. The envelopes shall then be sealed in an outer envelope.
- (2) The inner and outer envelopes shall,
 - a) be addressed to the Owner at the address specified in the Bid Data Sheet; and
 - b) bear the Contract name indicated in the Bid Data Sheet and the statement “DO NOT OPEN BEFORE 08-10-2017 at 1400 hrs.”, with the date and time specified in the Bid Data Sheet pursuant to ITB Section 5.1.
- (3) The inner envelopes shall indicate the name and address of the Bidder so that the Bid can be returned unopened in the event that it is declared “late”.
- (4) If the outer envelope or package is not sealed and marked as required by this ITB Section 4.1, the Owner will assume no responsibility for the Bid’s misplacement or premature opening. If any of the outer envelope or package discloses the Bidder’s identity, the Owner will not guarantee the anonymity of the Bid but this disclosure shall not constitute grounds for Bid rejection.

4.2 Deadline for Submission of Bids

- (1) Bids must be received by the Owner at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the Submission Deadline.
- (2) The Owner may, at its discretion, extend the Submission Deadline by amending the Bidding Documents in accordance with ITB Sections 2.6 and 2.9(2), in which case all rights and obligations of Owner and Bidders will thereafter be subject to the Submission Deadline as extended.
- (3) Each Bidder shall deliver its Bid by hand or by courier. A Bidder shall not submit a Bid by facsimile or electronic means. Each Bidder shall be responsible for the timely delivery of its Bid to the address set out in the Bid Data Sheet irrespective of any delivery or local difficulties.

4.3 Late Bids

Any Bid received by the Owner after the Submission Deadline prescribed by the Owner, pursuant to ITB Section 4.2, will be rejected and returned unopened to the Bidder.

4.4 Modification and Withdrawal of Bids

- (1) The Bidder is not permitted to modify or withdraw its Bid after submission, and shall remain unaltered and valid up to the closure of bid validity period.
- (2) No Bid may be modified or withdrawn in the interval between the Bid Submission and the expiration of the Bid Validity Period. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to ITB Section 3.4(6).

SECTION 5 - BID OPENING AND EVALUATION

5.1 Opening of Bid by Owner

- (1) The Owner shall open the Bids that were submitted prior to the Submission Deadline,
 - a) in the presence of the Bidders' representatives who choose to attend the opening; and
 - b) at the time, date and location specified in the Bid Data Sheet.

Bidders' representatives who attend the opening of the Bids shall sign a register to record their attendance.

- (2) At the Bid opening, the Owner will announce,
 - a) the Bidders' names;
 - b) the presence, or absence, of Bid Security;
 - c) the Bidders' Bid Prices; and
 - d) any other details as the Owner may consider appropriate.

The Owner shall not reject any Bid at a Bid opening except for late Bids in accordance with ITB Section 4.3.

- (3) The Owner shall prepare minutes of the Bid opening including the information disclosed to those present in accordance with ITB Sections 5.1(2) and 5.1(3).
- (4) Bids not opened and read out at a Bid opening shall not be considered further for evaluation, irrespective of the circumstances.

5.2 Clarification of Bids

During Bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

5.3 Preliminary Examination of Bids

- (1) The Owner will examine each Bid to determine whether it is complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- (2) Arithmetical errors in the Bids will be rectified on the following basis:
 - a) If there is a discrepancy between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected; and
 - b) If there is a discrepancy between words and figures, the amount in words shall prevail.

If the Bidder does not accept the correction of arithmetical errors, its Bid shall be rejected.

- (3) The Owner may waive any minor informality, nonconformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and price evaluation pursuant to ITB Sections 5.5 and 5.6.

- (4) Prior to the detailed evaluation, the Owner will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one,
- a) that affects in any substantial way the scope, quality or performance of the contract;
 - b) that limits in any substantial way, inconsistent with the Bidding documents, the Owner's rights or the Successful Bidder's obligations under the contract; or
 - c) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.
- (5) If a Bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

5.4 Conversion to Single Currency

- (1) To facilitate evaluation and comparison, the Owner will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Price is payable to either,
- a) the currency of the Owner's country at the selling exchange rate established for similar transactions by the central bank or by a commercial bank in the Owner's country; or
 - b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency, and at the selling exchange rate established for similar transactions by the central bank in the Owner's country for the amount payable in the currency of the Owner's country.
- (2) The currency selected for converting Bid Prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, is specified in the Bid Data Sheet.

5.5 Technical Evaluation

- (1) The Owner will carry out a detailed evaluation of the Technical Sections previously determined to be substantially responsive in order to determine on a pass/fail basis whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. Bidders acknowledge that, in order to reach such a determination, the Owner will examine and analyse the technical aspects of each Bid on the basis of the information supplied by Bidders, taking into account the completeness, consistency and level of detail of the following factors:
- a) With respect to the Design-Build construction plan,
 - (i) The Bidder's ability to demonstrate how it will meet the Owner's project objective and requirements, the technical standards and the Environmental Management Plan; and
 - (ii) The soundness of the proposed methodology and approach, and the extent to which the Design-Build Workplan demonstrates an understanding of the local conditions and specific project requirements;

- b) With respect to the Operation and maintenance Work plan
 - (i) The extent to which the Operations Work plan addresses all of the Operations Services that are to be provided in accordance with the Contract;
 - (ii) The soundness of the proposed methodology and approach, and the extent to which the Operations Workplan demonstrates an understanding of the local conditions and specific project requirements; and
 - (iii) the Bidder's ability to demonstrate how it will meet the technical standards; and
 - c) with respect to the Staffing Plan,
 - i. the qualifications and competence of the Key Staff; and
 - ii. the overall quality of the Staffing Plan, including the depth and organisational strength demonstrated by the Plan and the extent to which it meets the expertise requirements set out in the Operator's Expertise Appendix of the Draft Contract.
- (2) For the purpose of ITB Section 5.5(1)(c)(ii), the evaluation of the overall quality of the Staffing Plan shall be based on,
- a) The clarity, comprehensiveness and level of detail of the Staffing Plan;
 - b) The extent to which the expertise required by the Bidder's Expertise Appendix of the Contract is included in the Staffing Plan; and
 - c) The extent to which the Staffing Plan addresses the specific Services that are required by the Design-Build and Operations Services Appendices to the General Conditions.

5.6 Price Evaluation and Comparison of Bids

- (1) The Owner shall examine each Bidder's Financial Section to determine whether such Financial Section is complete and substantially responsive to the Bidding Documents.
- (2) The Financial Sections, which are substantially responsive to the Bidding Documents, shall be evaluated to determine the lowest evaluated bid.
- (3) The Owner shall evaluate the bid prices (after conversion of the quoted prices to a single currency in accordance with Section 5.4) by determining and adding various components of cost and prices as under:
 - (i) Price adjustment for correction of arithmetic errors in accordance with Section 5.3(2); plus
 - (ii) 100 % of the price for Construction of STP including O & M cost during defects liability period(1 years)as quoted by the bidder *in the Price Schedule 1(Part A)* shall be paid by the Employer progressively till the Plant has been commissioned successfully and a certificate to this effect has been issued by the Owner); plus
 - (iii) Net Present Value of the Yearly payments for the Operation Services as quoted in price schedule 1 (Part B) payable over a period of 3years (with effect from the date of commissioning of the STP/acceptance and after defects liability period) discounted at the rate of 12% per annum to the scheduled date of commencement of such operation (i.e. date

following the completion period allowed as per contract for commissioning and acceptance of the facility after DLP); plus

- (iv) Net Present Value of the Lease charges for 3 years as applied to the excess area of the land required by the bidder (for setting up the STP) in comparison with the lowest land area requirement (for setting up the STP) quoted by any of the bidders which submit the bids, which shall be determined as under:

Lease charges on the excess land requirement of the bidder = (Annual lease charges @ Rs. 10,00,000/- per Ha) x (land requirement in Ha quoted by the bidder – the lowest land requirement in Ha quoted by any of the participating bidders). The series of such Lease charges over the operation period of 3 years shall be discounted at the rate of 12% per annum to determine the Net Present Value as on the date of commencement of operation of the STP. The Annual Lease charges shall be escalated at a rate of five (5) percent per annum for the purpose of evaluation only.

- (4) The estimated effect of the price adjustment provisions of the Conditions of Contract (and Appendix to the Draft Contract), applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- (5) The Owner shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid.

5.7 Qualification of the Bidder

- 5.7.1 The Owner shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the Qualification Criteria specified in Appendix to ITB.
- 5.7.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Section 3.5 (2).
- 5.7.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Owner shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

5.8 Contacting the Owner

- (1) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Owner, it must do so in writing.
- (2) Any effort by a Bidder to influence the Owner, its advisors, employees, consultants or agents, in the Owner's Bid evaluation, Bid comparison, or Contract award decision may, in the discretion of the Owner, result in rejection of the Bidder's Bid.

SECTION 6 - AWARD OF CONTRACT

6.1 Award Criteria

Subject to ITB Section 6.2, the Owner will award the Contract to the Bidder whose Bid has been determined, by the technical and price evaluation, to be substantially responsive, has received a “pass” in the technical evaluation, and has the lowest evaluated Bid Price, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

6.2 Owner’s Right to Accept or Reject and Waive Irregularities

(1) The Owner reserves the right to,

- a) accept any Bid;
- b) reject any Bid;
- c) annul the bidding process and reject all Bids;
- d) annul the bidding process and commence a new process; and
- e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents,

at any time prior to the award of the Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Owner’s actions.

(2) Nothing in ITB Section 6.2(1) is intended to permit the Owner to refuse to provide reasons for rejection to an unsuccessful Bidder.

6.3 Notification of Award

Prior to the expiration of the Bid Validity Period, the Owner shall notify the Successful Bidder in writing by courier that its Bid has been accepted by the Owner (the “Notification of Award”). The effectiveness of the Contract shall be as of the date of the Owner’s signing of the Contract contingent on final approval by the Competitive Authority.

6.4 Signing the Form of Contract

(1) At the same time as the Owner sends the Successful Bidder the Notification of Award, the Owner shall send the Successful Bidder,

- a) a Form of Contract; and
- b) the other Contract Documents.

(2) No later than 30 days after the Successful Bidder’s receipt of the Notification Award, the Form of Contract and the other Contract Documents pursuant to ITB Sections 6.3 and 6.4(1), the Successful Bidder shall sign and date the Form of Contract and initial each page of the Contract and return them to the Owner.

6.5 Performance Security

No later than 30 days after the Successful Bidder's receipt of the Notification of Award, the Successful Bidder shall provide the Owner with the performance security in the amount given in the Bid Data Sheet and in the substance and form set out in Annex A or in another form approved by the Owner.

6.6 Failure to Sign the Form of Contract or Provide the Performance Security

If the Successful Bidder fails to comply with the provisions of ITB Sections 6.4(2) or 6.5, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security, and in which event the Owner may make the award to the next lowest evaluated Bidder or call for new bids.

6.7 Adjudicator

The Owner proposes that the person named in the Bid Data Sheet be appointed as Adjudicator under the contract, at an hourly fee stated in the Bid Data Sheet. A résumé of the named person is attached to the Bid Data Sheet, as well as a description of the expenses that would be considered reimbursable. If a Bidder does not accept the Adjudicator proposed by the Owner, it should so state in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee. If, on the day the Form of Contract is signed, the Owner and the Operator have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the Special Conditions of Contract.

6.8 Fraud and Corruption

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴

¹In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁵
- (v) "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors,

⁴For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution

⁶A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁷A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed

Bid Data Sheet

The following bid-specific data for the facility and services to be procured shall amend or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB SECTION REFERENCE	REQUIRED INFORMATION
ITB 1.1(1)	(1) Name of the Borrower: Government of Meghalaya
ITB 1.1(1)	Name of Contract: Design, Build, Operate and Maintain 115m ³ /day Capacity Septage waste /Sewage Treatment Plant at Shillong on DBOT basis including 3 years post commissioning Operation & Maintenance on sustainable mode
ITB 1.1(1), 1.2	Name of Owner: Chief Executive officer, Shillong Municipal Board
ITB 1.2.2	The electronic address of firms and individuals debarred by the Bank is: http://www.worldbank.org/debarr .
ITB 1.3(4)	List of Ineligible Countries: Nil
ITB 2.2(1)	Address of Owner: Chief Executive officer, Shillong Municipal Board, Bishop cotton road Shillong, Meghalaya, India - 793001 Phone No., +91-364-2224702; Fax No., +91-364-2224850 Email:, smb-meg@nic.in ; Website: http://smb.gov.in
ITB 2.4	Data Room: Data Room is the office of Chief Executive officer, SMB, Bishop cotton road, Shillong, Meghalaya, India - 793001 Phone No., +91-364-2224702 Fax No., +91-364-2224850
ITB 2.5	Venue and time of pre-bid meeting: Chief Executive officer, SMB, Bishop cotton road, Shillong, Meghalaya, India - 793001 Date : 26.10.2017 Time: 14.30 Hrs The website where proceedings of the pre-bid meeting, reply to the queries and corrigendum if any will also be uploaded is: www.smb.gov.in
ITB 2.7	Address of Owner and Owner's alternate, and telephone and facsimile numbers of contact persons: Chief Executive officer, Shillong Municipal Board, Bishop cotton road Shillong, Meghalaya, India - 793001 Phone No., +91-364-2224702; Fax No., +91-364-2224850 Email:, smb-meg@nic.in ; Website: http://smb.gov.in

ITB SECTION REFERENCE	REQUIRED INFORMATION
<p>SECTION 7 - ITB</p> <p>2.9(1), 2.2(3), 2.3(1), 2.4(1), 2.9(2)</p>	<p>The estimated timetable is:</p> <p>(1)</p> <p>(a) Issue of Bidding Documents: From 11.10.17 to 08.11.17 (2)</p> <p>(c) Site Visits <i>To be notified</i> (3)</p> <p>(d) Pre-Bid Meeting [26.10.2017] (4)</p> <p>(e) Last Day for Bidders to Submit Questions on Bidding Documents [26.10.2017] (5)</p> <p>(f) Last Day for Bidders to Submit Supplementary Questions (arising out of Site Visits only) [30.10.2017] (6)</p> <p>(g) Issue of Response to Questions Document [30.10.2017] (7)</p> <p>(h) Calculation Date for Conversion to a Single Currency for Evaluation (ITB Section 5.4) [08.11.2017]</p> <p>(i) Deadline for Submission of Bids [08.11.2017] (Submission Deadline) 14:00:hrs local time</p> <p>(j) Opening of Bids [08.11.2017] 14:30:p.m. local time (8)</p> <p>(k) Identification of Successful Bidder <i>To be notified</i> (9)</p> <p>(l) Notification of Award <i>To be notified</i> (10)</p> <p>(m) Contract Signature <i>To be notified</i> (11)</p> <p>(n) Design-Build Starting Date <i>To be notified</i> (12)</p> <p>(o) Completion of STP 1(one) year from the date of award (13)</p>

ITB SECTION REFERENCE	REQUIRED INFORMATION
ITB 3.1	(14) Language of Bid is <i>[English]</i> .
ITB 3.2(3)	(15) Recommended length of Bid: <i>As per bidder's requirement</i>

ITB SECTION REFERENCE	REQUIRED INFORMATION
ITB 3.3 (c)	Price of Land to be considered for evaluation of the Bid Prices: Rs. 2260/ Sq. m.
ITB 3.3(b)(i)(B)	<p>Design, Build, Operate and Maintain 115m³/day capacity Septage waste Treatment Plant at Shillong on DBOT basis including 3 years post commissioning Operation & Maintenance on sustainable mode with appropriate selected technology on DBOT Basis including all Civil, mechanical electrical and instrumentation works as well as other ancillary facilities required for the complete operation of the plant.</p> <p>Shillong Municipal board will make available land for the STP, not exceeding 0.25Ha adjoining to existing land fill site near Mawiong.</p> <p>The septage waste collected from the individual house hold shall be discharged in to the collection chamber. The works should include the following</p> <p>The septage treatment facility consists of pre-treatment, solid-liquid separation, secondary treatment of liquid, and disinfection units. The dewatered and dried septage is used as a soil conditioner / fertilizer. The dewatering shall be through mechanical process</p> <p>Sludge treatment and Sludge disposal arrangements</p> <p>Treated sewage reuse and disposal arrangements,</p> <p>Onsite testing facility for parameters mentioned in SCC</p> <p>Campus Development Works</p> <p>Any other facility as required to conform to effluent standards</p> <p>The pre-treatment shall consist of septage storage tank, screen, grit removal mechanism, pumping arrangements to pump the liquid/sludge for treatment units etc.</p> <p>The scope also includes landscaping of plant area with buffer zones, internal roads with access to all units, illumination of the entire STP yard, pathways, storm water drainage, compound wall fencing & gates, administrative building, panel cum operator room, etc, including store house for tools and spares, laboratory with water supply & waste water disposal arrangements, approach road of 3.5m carriageway a. Bidders to verify these details as per site condition</p>
ITB 3.3(c)	<p>The Operation Plan:</p> <p>The Bidder shall operate the STP and other infrastructure which the bidder intends to build for further treatment and disposal. The bidder shall operate, maintain the STP to meet the disposal standards as per CPCB/MSPCB norms up to secondary treatment as mentioned in the required outlet parameters.</p> <p>The Expenditure towards annual power cost for Plant operations and other services, Labour for O & M/ security, all consumables, spares, tools, etc for 3years shall be the responsibility of the Bidder.</p> <p>The bidder shall abide with the Environmental Management Plan within the premises of STP and surroundings.</p>
ITB 3.3(e)(ii)(B)	Language capabilities for Bidder's Personnel; [English]

ITB SECTION REFERENCE	REQUIRED INFORMATION																											
ITB 3.3(f)	<p>List of Key Staff to be deployed by the Operator during the Design build services for STP as stipulated in SCC 8.3 is reproduced here.</p> <table border="1" data-bbox="521 352 1386 1373"> <thead> <tr> <th data-bbox="521 352 626 428">S.No</th> <th data-bbox="626 352 808 428">Staff</th> <th data-bbox="808 352 878 428">No *</th> <th data-bbox="878 352 1386 428">Minimum Qualifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 428 626 583">1</td> <td data-bbox="626 428 808 583">Project Manager</td> <td data-bbox="808 428 878 583">1</td> <td data-bbox="878 428 1386 583">A Graduate in Civil Engineering with not less than 10 years' experience in construction of Sewage Treatment Plants/ Sewerage networks.</td> </tr> <tr> <td data-bbox="521 583 626 779">2</td> <td data-bbox="626 583 808 779">Civil Engineer</td> <td data-bbox="808 583 878 779">1</td> <td data-bbox="878 583 1386 779">A Civil Engineer (Graduate Engineer) with not less than eight years' experience in construction of similar engineering works or Diploma in Civil Engineering with 10years' experience</td> </tr> <tr> <td data-bbox="521 779 626 1010">3</td> <td data-bbox="626 779 808 1010">Electro Mechanical Engineer</td> <td data-bbox="808 779 878 1010">1</td> <td data-bbox="878 779 1386 1010">A Electro /Mechanical Engineer (Graduate Engineer) with not less than 8years' experience in construction of similar engineering works or Diploma in Electro/ Mechanical Engineering with 10years' experience</td> </tr> <tr> <td data-bbox="521 1010 626 1129">4</td> <td data-bbox="626 1010 808 1129">Civil Supervisors</td> <td data-bbox="808 1010 878 1129">1</td> <td data-bbox="878 1010 1386 1129">Diploma in Civil Engineering with minimum 2 years' experience in Construction of Civil Engineering works</td> </tr> <tr> <td data-bbox="521 1129 626 1373">5</td> <td data-bbox="626 1129 808 1373">Environmental Engineer</td> <td data-bbox="808 1129 878 1373">1</td> <td data-bbox="878 1129 1386 1373">Degree in Environmental Science with minimum of 5 years' experience or Environmental Engineering with minimum 3 years' experience in environmental management works of urban infrastructure projects.</td> </tr> </tbody> </table> <p>CVs of key staff shall be submitted along with the bid and shall be subject to approval of Owner.</p> <p>Bidder's attention is drawn to Article 7.2 of Schedule 2 (Design Build Services Schedule) of the Contract which shall be applicable, if the Operator proposes to replace any Key Staff during Design & build services period.</p> <p>For O&M services, qualifications and experience of the Key Staff have been specified in Article 2.6 of Schedule 3 (Operations and Maintenance Services Schedule) of Contract. The bidder shall take the same into account while submitting the Staffing Plan for O&M services with its bid.</p>				S.No	Staff	No *	Minimum Qualifications	1	Project Manager	1	A Graduate in Civil Engineering with not less than 10 years' experience in construction of Sewage Treatment Plants/ Sewerage networks.	2	Civil Engineer	1	A Civil Engineer (Graduate Engineer) with not less than eight years' experience in construction of similar engineering works or Diploma in Civil Engineering with 10years' experience	3	Electro Mechanical Engineer	1	A Electro /Mechanical Engineer (Graduate Engineer) with not less than 8years' experience in construction of similar engineering works or Diploma in Electro/ Mechanical Engineering with 10years' experience	4	Civil Supervisors	1	Diploma in Civil Engineering with minimum 2 years' experience in Construction of Civil Engineering works	5	Environmental Engineer	1	Degree in Environmental Science with minimum of 5 years' experience or Environmental Engineering with minimum 3 years' experience in environmental management works of urban infrastructure projects.
S.No	Staff	No *	Minimum Qualifications																									
1	Project Manager	1	A Graduate in Civil Engineering with not less than 10 years' experience in construction of Sewage Treatment Plants/ Sewerage networks.																									
2	Civil Engineer	1	A Civil Engineer (Graduate Engineer) with not less than eight years' experience in construction of similar engineering works or Diploma in Civil Engineering with 10years' experience																									
3	Electro Mechanical Engineer	1	A Electro /Mechanical Engineer (Graduate Engineer) with not less than 8years' experience in construction of similar engineering works or Diploma in Electro/ Mechanical Engineering with 10years' experience																									
4	Civil Supervisors	1	Diploma in Civil Engineering with minimum 2 years' experience in Construction of Civil Engineering works																									
5	Environmental Engineer	1	Degree in Environmental Science with minimum of 5 years' experience or Environmental Engineering with minimum 3 years' experience in environmental management works of urban infrastructure projects.																									
ITB 3.3 (g)	<p>Maximum percentage of sub-contracting the design-build services is 25%. However the nominated sub-contractor whose experience and qualification have been claimed for meeting the qualification criteria in accordance with stipulations in Annexure A part h shall be excluded while applying the ceiling of 25 %</p>																											

ITB SECTION REFERENCE	REQUIRED INFORMATION
ITB 3.4(1)	Amount of Bid Security: Rs. 3,20,000/-(Three lakhs Twenty thousand only)
ITB 3.11 c	The prevailing electricity tariff referred to as “Base Rate of Electricity Tariff” is Rs6.50 per KWh.
ITB 3.14(1)	Bid Validity Period: 120 days
ITB 3.15(1), 4.1(1) and 4.4(2)(a)	Original and 1 copy.
ITB 4.1(2)(a), 4.2(1), 4.2(3), 4.4(3)(b)	Address of Bid submission: Chief Executive officer, Shillong Municipal Board, Shillong Date : 08.11.17 Time: 14.00 Hrs
ITB 4.1(2)(b), 4.4(3)(c)	Name of Contract: Design, Build, Operate and Maintain 115m3/day Capacity Septage /Sewage Treatment Plant at Shillong on DBOT basis including 3 years post commissioning Operation & Maintenance on sustainable mode
ITB 4.1(2)(b), 4.2(1), 5.1(1)(b)	Location, date and time of opening of Bid: Chief Executive officer, Shillong Municipal Board, Shillong (16) Date : 08.11.17 Time: 14.30 Hrs.
ITB 5.4(2)	Currency chosen for the purpose of converting to a common currency: (INDIAN RUPESS) Source of exchange rate: Reserve Bank of India, exchange rate published in Indian National news papers Date of exchange rate: the last date of bid submission (exchange rate declared by SBI, Main Branch, Shillong
ITB 6.5	Amount of Performance Security: 10% of Contract price including O&M of 3 years. For this purpose, the total contract price shall be determined as under on the basis of Bid Prices quoted by the bidder in various Parts of Price Schedule: Total Contract Price =Design Build Price for STP as per Part A+ Total O & M Price for STP for the 3 year period as per Parts B & C, assuming indicative sewage flow rate reaching the STP during respective years of the O&M period as indicated in Appendix to Bid (Indicative Flow)
ITB 6.7	Name of the Adjudicator proposed by the Owner: (17) To be notified <i>[Attach a résumé of the named person to the Bid Data Sheet]</i> (18) (Daily fee for the Adjudicator: INR5,000/day+ reimbursementtowards travel, transportation, lodging, boarding etc):

Annex to the Bidding Documents

- (i) Bidder's Bid Form**
- (ii) Bidder's Price Schedules**
- (iii) Form of Bid Security**
- (iv) Form of Performance Security**
- (v) Form of Bank Guarantee – Advance Payment**
- (vi) Format of Curriculum Vitae for Proposed Key Staff**
- (vii) Form for Clarification Questions**
- (viii) Appendix to Annex A - Information Forms**

BIDDER'S BID FORM

[NAME OF PROJECT]

Date: _____

Contract No: _____

[Name of Contract]

To: [Name and address of Owner]

Gentlemen,

Having examined the Bidding Documents, including Addendum Nos. **[insert numbers]**, the receipt of which is hereby acknowledged, we, the undersigned, offer to Design, Build, test, pre-commission and commission the Septage/Sewage Treatment Plant and perform the subsequent Operation and Maintenance services under the above-named Contract in full conformity with the said Bidding Documents for the sum of: [amount of currency #1 in words], [amount in figures], and [amount of currency #2, if applicable, in words], [amount in figures] and [amount of currency #3, if applicable, in words], [amount in figures] or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Bidder's Price Schedules attached herewith and are made part of this Bid.

We undertake, if our Bid is accepted, to commence the construction of STP and to achieve Completion within the respective times stated in the Bidding Documents.

If our Bid is accepted, we undertake to provide an advance payment security and the Performance Security in the form, in the amounts, and within the times specified in the Bidding Documents.

We accept the appointment of [name proposed in Bid Data Sheet] as the Adjudicator.

or

We do not accept the appointment of [name proposed in Bid Data Sheet] as the Adjudicator, and we propose instead that [name] be appointed as Adjudicator, whose résumé and hourly fees are attached.

We agree to abide by this Bid, which consists of this letter and the other documents listed in ITB Section 3.2, for the period identified in the Bid Data Sheet as the length of the Bid Validity Period, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____, [Year].

[signature]

In the capacity of _____
[position]

Duly authorized to sign this bid for and on behalf of _____
[name of Bidder]

BIDDER'S PRICE SCHEDULES

PREAMBLE TO THE PRICE SCHEDULES

1.0 General

1.1 The Price Schedules are divided into separate Schedules as follows:

- | | |
|------------|--|
| Schedule 1 | Price Schedule (Part A: For Design, Build, Operate and Maintain 115m ³ /day Capacity Septage/Sewage Treatment Plant at Shillong on DBOT basis including 3 years post commissioning Operation & Maintenance on sustainable mode cost upto post completion and commissioning Defects liability period of one year to run concurrently with the post completion O & M of five years) |
| Schedule 2 | Part B: (Operation and Maintenance Cost for 3 years) after DLP Breakdown of Prices |

The Breakdown of Prices is FOR INFORMATION ONLY.

- 1.2 The Price Schedules do not give a full description of the STP, O & M for 3 years and other services, to be supplied and the Services to be performed under each item. Bidders are deemed to have read the Draft Contract, including the Technical Specifications Appendix consisting of the Design-Build Appendix, Operations Services Appendix and Technical Standards Appendix, and other sections of the Bidding Documents to ascertain the full scope of the requirements of the Contract included in each item prior to filling in the prices. The entered prices are deemed to include the full scope as aforesaid, including overheads and profit.
- 1.3 If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their Bid.

2.0 Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors shall be initialled by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract, except if as adjusted in accordance with the Contract.
- 2.2 The Bid Price shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Documents. For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.
- 2.2.1 Prices shall be quoted in the Price Schedule on the following basis:
- (i) The bidder shall offer the cost payable by the owner or premium payable by the bidder after taking into account the likely revenues from the sale of treated effluent availing of the "Right to Sell" to be given to the bidder for setting up of the STP.
 - (ii) The bidder shall also offer the cost payable by the owner or the premium payable by the bidder after taking into account likely revenues from sell of treated effluent for Operation & Maintenance of STP by the bidder as annuity payments with year-wise breakup for a period of 3 years. After completion and commissioning of the STP.

- (iii) If a bidder submits bid asking for payments for the cost of setting up the STP facility, it shall submit with its bid details evidencing that the cost claimed for the payment is based on a realistic assessment of setting up the STP facility. The owner shall have the option to seek further details including details of costs of similar contracts executed by the bidder in the past.
- (iv) The owner shall evaluate the bid prices by determining and adding the quoted components of cost and prices / premium as under:
 - a. Net Present Value (NPV) of quoted capital cost to be paid by the owner / premium payable by operator for setting up STP facility (discounted at the rate of 12% per annum to the scheduled date of commencement of construction of STP).
 - b. Net Present Value of the yearly payments / premium for the operation and maintenance services over a period of 3 years discounted at the rate of 12% per annum to be scheduled date of commencement of construction of STP.
 - c. Net Present Value of the lease charges for 3 years as applied to the excess area of the land required by the bidder (for setting up the STP) in comparison with the lowest land area requirement (for setting up the STP) quoted by any of the bidders which submit the bids, which shall be determined as under:

Lease charges on the excess land requirement of the bidder = (Annual lease charges @ Rs. 10,00,000/- [Rupees Ten lakhs Only] per HA) x (land requirement in Ha quoted by the bidder – the lowest land requirement in Ha quoted by any of the participating bidders). The lease charges shall be escalated @ 5% per annum progressively.

The series of such Lease charges over the operation period of 3 years shall be discounted at the rate of 12% per annum to determine the Net Present Value as on the date of commencement of operation and maintenance of the STP.

- (v) The owner shall determine that the bidder i.e. selected as having submitted the lowest evaluated bid (which implies the bid with the highest premium in case bids with premiums are received) meets the qualification requirements specified in the bidding documents.
- 2.2.2 Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Draft Contract or elsewhere in the Bidding Documents.
- 2.3 The Owner will make payments to the Bidder in the currency or currencies indicated under each respective item.
- 2.4 When requested by the Owner for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Owner may reasonably require, the bidder shall provide the Owner with a breakdown of any composite or lump sum items included in the Schedules.

Price Schedule 1 **Table Ab1 - Bid Price Summary STP⁸**

No.	Component	Price
1.	Price Schedule: Part A (STP) – Design-Build price	
2.	Price Schedule: Part B (STP) –Total O & M Price for 5 years	
3	Cost of Land required for setting up STP	
	Total Bid Price	
	Amount in Words:	

Note: Figures in Table Ab1 are arrived at from figures in Tables Ab2 and Ab3.

⁸In case of ICB Bidders may quote prices in up to three foreign currencies in addition to INR. In case of NCB prices shall be quoted in INR only. If bidder's quotation also includes foreign currencies, the bidder shall repeat this table for each currency.

Table Ab2 - Price Schedule: PART A (STP) – Design-Build Price

S.N.	Works Activity	Design-Build Price ⁹
1	Design, development, supply of equipment, erection of equipment, civil, electro mechanical and instrumentation control works, including testing, commissioning of 115m ³ /day Septage STP including Septage storage, pre-treatment of septage, lime stabilisation, sludge treatment, secondary treatment of liquid, dewatering system etc in Shillong with appropriate and cost effective technology.	
Break-up of Price of item 1 above		
1A	Civil and Structural Works (including that required for disposal and reuse)	
1B	Installation, testing and commissioning of Electro – mechanical and Instrumentation equipment and accessories including all equipment's necessary for running the plant.	
1C	Ancillary works like approach roads, compound wall with gates, internal roads, area grading, land scaping, admin building, lab toilets, office room etc.	
Total Design Build Price		
Amount in Words		

⁹In case of ICB Bidders may quote prices in up to three foreign currencies in addition to INR. In case of NCB prices shall be quoted in INR only. If bidder's quotation also includes foreign currencies, the bidder shall repeat this table for each currency.

Table Ab3 - Price Schedule
PARTS B (STP) and Annual O&M Price

Year of Operations	Currency (Up to 3 foreign currencies + INR)¹⁰	PART B Annual O & M Price for treatment of 115m³/day (Amount)
1		
2		
3		
4		
5		
Total O&M Price (Parts B & C)		
Amount in Words		

The area of the land that is required for the STP, roads, drains and other appurtenant structures including reuse infrastructure in accordance with ITB clause 3.3 c is _____square meters.

Cost of Land

S. N.	Component	Price (INR)
1.	Area of Land Required for STP as per ITB Clause 3.3 c	
2.	Price of Land per square meter as per Bid Data Sheet clause 3.3 (c)	
Total Price of Land:		
Amount in Words:		

1.9 Part G (STP)- The Electricity Consumption guaranteed by the bidder (for the purpose of ITB 3.11 (c) and 3.11 (d) shall be as under:

Table Ab4 - Part G (STP& MPS) Guaranteed Electricity Consumption

Year of Operations	Guaranteed Electricity Consumption (KWh / m³/day)
1	
2	
3	
4	
5	

Notes B:

¹⁰in case of ICB, bidders may quote prices in up to 3 foreign currencies in addition to INR. In case of NCB prices shall be quoted in INR only. If bidder's quotation also includes foreign currencies, the bidder shall repeat this table for each currency.

1. Bidder shall indicate the land requirement for STP, roads, drains and other appurtenant structures in Square Metres in reference to ITB 3.3 c, along with calculations considering the proposed treatment process.
2. The Bidder shall provide along with the price schedule a separate table giving details of taxes, duties, levies and other applicable taxes considered by him and included in the prices offered under Part A & Part B. Service Tax shall not be included in the prices and the same shall be paid separately by the Owner if applicable against proof of applicability and payment,
3. The prices quoted in each of the sub parts of the Price Schedules shall be supported by sufficient justification, financial model and support materials / calculations showing the methods and the rates assumed at arriving these numbers.

Signature of the Bidder
Name of the Bidders
Rubber stamp with Designation

Signature of the Engineer
Name of the Engineer
Designation
Date

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS,(name of Bidder including names of all Joint Venture Participants) (hereinafter called “the Bidder”) has submitted its Bid (hereinafter called the “Bid”) dated (date) for the performance of (name of Contract).

KNOW ALL PEOPLE by these presents that We (name of Bank) of (name of country) having our registered office at (hereinafter called “the Bank”) are bound unto (hereinafter called “the Owner”) in the sum offor which payment well and truly to be made to the said Owner, the Bank binds itself, its successors, and assigns by these presents.

[The Bidder should insert the amount of the guarantee in words and in figures. This figure should be the same amount as set out in ITB Section 3.4(1) and the Bid Data Sheet. The details related to the Bid Security are set out in the same ITB Section 3.4.]

The CONDITIONS of this obligation are:

- (1) if the Bidder withdraws its Bid during the Bid Validity Period; or
- (2) if the Bidder, having been notified of the acceptance of its Bid by the Owner during the period of Bid validity,
 - (a) fails to sign the Form of Contract in accordance with and when required by ITB Section 6.4; or
 - (b) fails to provide the performance security to the Owner in accordance with and when required by ITB Section 6.5.

We undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, provided that in its demand the Owner will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

This Guarantee will remain in full force up to and including 30 days after the expiry of the Bid Validity Period and it may be extended by the Owner in accordance with the Bidding Documents, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date or the extended date.

SEALED with the Common Seal of the said Bank this day of, [Year].

WITNESS
(signature, name and address)

SIGNATURE OF THE BANK
SEAL

Name: _

Position: _____

FORM OF PERFORMANCE SECURITY

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Owner]*

Date: _

PERFORMANCE GUARANTEE NO.: _____

We have been informed that _____ *[name of Bidder]* (hereinafter called "the Bidder") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, concerning a contract to design, build and operate a Sewerage Treatment Plant in *[Name of Location]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Operator, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contract is in breach of its obligations under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of:

- (a) six months after the End Date, as defined in the Contract; or
- (b) six months after the date of termination of the Contract pursuant to its terms.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Yours truly,

[Name of Bank]

Authorised Signature

FORM OF BANK GUARANTEE – ADVANCE PAYMENT

[Name of Contract]

To: *[Name and address of Owner]*

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement (“the Contract”) signed on *[date]* between you and *[name of Operator]* (“the Operator”) concerning the Services set out in the Contract to Design, Build and Operate a Sewage Treatment Plant.

Whereas, in accordance with the terms of the Contract, the Owner agreed to pay or cause to be paid to the Operator an advance payment in the amount of *[number]* percent (%) of the Contract Price for the Design-Build, Commission, Operate and Maintaining STP for 5 years, namely a payment of: *[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*.

By this letter we, the undersigned, *[name of Bank]*, a Bank (or company) organised under the laws of *[country of Bank]* and having its registered/principal office at *[address of Bank]*, do hereby jointly and severally with the bidder irrevocably guarantee repayment of the amounts upon the first demand of the Owner without cavil or argument in the event that the bidder fails to commence or fulfil its obligations under the terms of the Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the advance payment to the Owner.

Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the Bidder from time to time in accordance with the terms of payment of the Contract as evidenced by appropriate shipping documents or payments certificates.

This Guarantee shall remain in full force from the date upon which the advance payment is received by the bidder until the date upon which the bidder has fully repaid the amount is advanced to the Owner in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

[Name of the Bank]

Authorized Signature

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair or poor in speaking, reading and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I also certify that I have only given permission for my CV to be included in the Bid submitted by

_____ *[Fill in name of Bidder here.]*

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Form for Clarification Questions

Bidder's Name: _____

Bidder's Address: _____			Date Submitted: _____	
Item No.	Section Reference	Page No.	Section or Article No.	Question/Query/Clarification/Comment
1.	(19)	(20)	(21)	(22)
2.	(23)	(24)	(25)	(26)
3.	(27)	(28)	(29)	(30)
4.	(31)	(32)	(33)	(34)
5.	(35)	(36)	(37)	(38)
6.	(39)	(40)	(41)	(42)