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SECTION 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1. THE COMMISSIONER, Mira Bhayandar Municipal Corporation, Mira Bhayandar (hereinafter referred to as "the Employer"), wishes to receive bids for design-build and completion, including ten years operation and maintenance, for the **Underground Sewerage Scheme for Mira Bhayandar Municipal Corporation** (hereinafter referred to as "MBMC") as defined in these bidding documents (hereinafter referred to as "the Works"), and as briefly described below:

Type of Work	Description of Works
Part :1 Sewerage collection and conveyance system	i. Supply and installation of 89 Kms of Np-4 & NP-3 RCC pipes having diameters ranging from 150 mm to 1200 mm and RCC manholes having depths ranging 1.5m to 9 meters along with the allied items & works.
Part 2: STPs& Pumping Stations	i. Construction of 10 nos. of packaged sewage treatment plant of capacity Ranging from 7 Mld to 17 Mld, total capacity of 110 Mld. ii. Construction of 10 nos. of sewage pumping stations in each respective zones.
Part 3: Out falls	i. Supply and installation of outfalls of GRP, diameter ranging from 400 m to 600 mm, total length about 5 Km for disposal and reuse of treated water.
Part 4: Misc. Items	i. Shifting of utilities works ,Implementation of Centralise SCADA along with equipment like computers, scanners, plotters etc, Implementation of Environment Management, construction of Security Guard Rooms, Meter Rooms, Compound walls, etc. around STPs.

- 1.2. The successful bidder will be expected to complete the Works, including trial run and commissioning, within **30 (thirty) months** from the date of commencement of the Works. In addition, the successful bidder will be required to operate and maintain the Mira Bhayandar Sewerage system including collection system ,pumping station , sewerage treatment plant for a period of **10(ten) years** after completion of the Works and acceptance by the Employer.

2. Source of Funds

The project is proposed to be implemented under Jawaharlal Nehru National Urban Renewal Mission. Mira Bhayandar falls under the Mumbai urban Agglomeration, which qualifies for central assistance of 35% & State Govt. assistance 15% of the total approved project cost. The balance 50% funding plus non funded components under JnNURM shall be arranged through loan from MMRDA / Financial Institutions apart from MBMC's OWN funds.

Approved Funding Under JnNURM:-

Sr. No	Govt	% of share	Amt (Rs. In lakhs)
1	Central	35%	11599.80
2	State	15%	4971.34
3	ULB/ Parastatal	50%	16571.24
	Total		33142.27

To meet the further requirement of funds, MMRDA has sanctioned a soft loan of Rs. 2600 lakhs for the project.

- 2.2 Bidders should note that the proceeds of the central and state government grant loan will be applied only towards payments for Works that form a part of the **Works Contract** portion of the Contract, as defined in Sub-Clause 1.1.10(b) of Section 3, Conditions of Particular Application. Payments for the subsequent operation and maintenance of the facilities under the **O&M Contract** portion of the Contract, as defined in Sub-clause 1.1.10(c) of Section 3, Conditions of Particular Application, will be made by the Mira Bhayandar Municipal Corporation.

3. Eligible Bidders

- 3.1. This Invitation to Bid is open to prequalified bidders only.
- 3.2. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 3.3. *Clause Not Used.*
- 3.4. A Bidder shall not have a conflict of interest as provided in Clause 6.
- 3.5. Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and they are not dependent agencies of the Employer.

4. Eligible Materials, Equipment and Services

- 4.1. *Clause Not Used.*
- 4.2. *Clause Not Used.*
- 4.3. *Clause Not Used.*
- 4.4. The provision and use of any materials, equipment and services to be supplied under the Contract shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.

5. Qualification of the Bidder

- 5.1. To be qualified for award of Contract, bidders shall satisfy qualification criteria as per sub clause 1 and sub clause 2 in **section 8** of this document:
- 5.2. *Clause Not Used.*
- 5.3. *Clause Not Used.*
- 5.4. *Clause Not Used.*

6. Conflict of Interest

- 6.1. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of a bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the Employer regarding the bidding process; or
 - (e) submit more than one bid in the bidding process, except where alternative offers may be permitted under the bidding documents; this does not limit the participation of subcontractors in more than one bid or as bidders and subcontractors simultaneously; or
 - (f) participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a bid.

7. Cost of Bidding

- 7.1. The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

- 8.1. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 8.2. The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its 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 inspection.
- 8.3. *Clause Not Used.*

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

- 9.1. The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

Volume 1: General Requirements

	Invitation for Bids
Section 1:	Instruction to Bidders
Section 2:	Part I -General Conditions
Section 3:	Part II- Conditions of Particular Application
Section 6:	Sample Forms of Bid Security, Performance Security, Contract Agreement etc.
Section 8:	Qualification of the bidder

Volume 2: Employer's Requirements

Section 4: Employer's Requirements and Technical specifications

Volume 3: Technical Proposal

Section 5A: Form of Technical Proposal and Appendix to Technical Proposal

Section 7: Schedules

Volume 4: Price Proposal

Section 5B: Form of Price Proposal, Appendix to Price Proposal, Schedule of Prices, and Schedule of Payments

Volume 5:

Section 9: Drawings

- 9.2. The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 9.3. Bidders are informed that the site information which is included in Section 4, Employer's Requirements, is provided only for the bidders' information, and the Employer does not warrant either its accuracy or sufficiency. The bidder is responsible to inspect and examine the Site, its surroundings and other available information and data, and to have satisfied himself, so far as practicable, before submitting the Bid as to the form and nature of the Site, the hydrological and climatic conditions, the extent and nature of the Works, the means of access to the Site and the accommodation he may require, and all other risks, contingencies and circumstances which may influence or affect the Bid. Bidders are also advised to carry out any additional surveys or investigations that they may deem to be appropriate or necessary before submitting the Bid.

10. Clarification of Bidding Documents

- 10.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which it receives earlier than **8 (eight) days** prior to the deadline for submission of bids. Copies of the Employer's response, including a description of the enquiry, will be forwarded to all purchasers of the bidding documents.

11. Amendment of Bidding Document

- 11.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
- 11.2. Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
- 11.3. In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bids, in accordance with Clause 23.

C. PREPARATION OF BIDS

12. Language of Bid

- 12.1. The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the **English language**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

13. Documents Comprising the Bid

- 13.1. The bid submitted by the bidder shall comprise three envelopes submitted simultaneously, **Envelope I** shall contain qualification documents as per section 8 and **Envelope II shall contain** the technical proposal as per sub clause 13.3 and **'Envelope III' shall contain the price proposal as per section 5 B.**
- 13.2. **The 'Envelope I' shall comprise of the Bid Security, and Pre qualification documents, forms as per section 8.**
- (i) Bid Security in form of Pay order / Demand Draft;
 - (ii) Power of Attorney;
 - (iii) Section 8
 - (iv) Confirmation of Eligibility;
- 13.3. The **'Envelope II'** shall comprise Original copy of bid documents signed & stamped on each page The Standard Specifications (Civil Works) and the Quality Assurance/Quality Control Manual will form a part of the Contract, but are not required to be submitted as a part of the Bid. Without limiting the generality of the foregoing, the technical proposal shall contain the following:
- (v) Bid Form for Technical Proposal, signed by the authorized signatory;
 - (vi) Appendix to Technical Proposal, signed by the authorized signatory;
 - (vii) Fully Completed Schedules (Section 7), including:
 - (a) Technical Parameters Proposed by the Bidder
 - (b) Personnel
 - (c) Site Organization
 - (d) Contractor's Plant and Construction Equipment
 - (e) Method Statement
 - (f) Construction Schedule
 - (g) Procurement Schedule for Plant and Equipment to be incorporated into the Permanent Works
 - (h) Procurement Schedule for Major Construction Materials
 - (i) Subcontracting
 - (j) Manufacturers, Suppliers and Vendors
 - (k) Quality Assurance and Quality Control Plan
 - (l) Safety Plan
 - (m) Environmental Quality Management Plan
 - (n) Schedule of Recommended Spare Parts and Tools
 - (o) Dispute Adjudication Board

- (viii) any other information/data required to be submitted by bidders in accordance with these Instructions to Bidders.

13.4. The 'Envelope III' shall comprise **price proposal shall be comprised of the fully completed Volume 4, Price Proposal**. Without limiting the generality of the foregoing, the price proposal shall contain the following:

- (i) Bid Form for Price Proposal; signed by the authorized signatory;
- (ii) Appendix to Price Proposal, signed by the authorized signatory;
- (iii) Schedules of Prices:

Schedule 1:	Sewage Collection and conveyance system
Schedule 2:	Sewage Pumping stations and treatment Plants
Schedule 3:	Treated Sewage Outfalls
Schedule 4:	Miscellaneous Items
Schedule 5:	Estimate Summary
Schedule 6:	Operation and Maintenance
Schedule 7:	Grand Summary
Schedule 8:	Payment Schedule

- (iv) Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

14. Bid Form and Price Schedules

- 14.1. The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clause 15 and 16.

15. Bid Prices

- 15.1. Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single point responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities including operation and maintenance of the facilities for the period specified in Sub-clause 1.2. This includes all requirements under the Contractor's responsibilities for testing, trial run and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc., 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 Conditions of Contract. **However, the cost of Service Taxes, if any, shall not be included in the Bidder's quotation; the Employer will pay the cost of any Service Taxes due to the Government as an extra to the Contract Price.**
- 15.2. Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedules of Prices.
- 15.3. In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies and charges payable in the Employer's country, except for Service Taxes (if any), as of **eight (8) days** prior to the deadline for submission of bids, as follows:
- (a) Design including all necessary drawings and documentation for the Work (*Schedule of Prices: 1*);
 - (b) Civil Works, Installation and Other Services shall be quoted separately (*Schedule of Prices: 2*) and shall include rates or prices for all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature necessary for the proper execution of the Civil Works, Installation and Other Services.
 - (c) Plant and Equipment manufactured or fabricated within the India (*Schedule of Prices: 4*) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable) basis and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities
 - (d) Operation and Maintenance of the Facilities (*Schedule of Prices: 5*) shall be quoted on a monthly basis and shall include all costs of labor, consumables (except chemical consumables), fuel, and all other matters and things of whatsoever nature, including local transportation, taxes, and any other services which are required for operating and maintaining the Sewerage System including pumping stations & treatment plants as-a-whole in accordance with the Employer's Requirements, except for the cost of electricity required to operate the Pumping Stations and Treatment Plant. (*Note: Prices quoted by the Bidder shall not include the cost of electricity which will be paid directly by the Employer during the operation and maintenance period.*)
 - (e) Recommended Spare Parts (*Schedule 8*) shall be quoted separately as specified in either subparagraph (c) or (d) above in accordance with the origin of the spare parts.
- 15.4. Prices quoted by the bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost of labor, fuel, material, equipment and transport components in accordance with the procedures specified in Sub-Clause 13.17 of the Conditions of Particular Application. The price adjustment provision will not be taken into consideration in bid

evaluation. Bidders are required to indicate the source of labor, equipment and material indices for the foreign currency components in Section 5B, Appendix to Price Proposal.

- 15.5. With reference to Sub-clause 15.3, bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications:

16. Bid Currencies

- 16.1. Prices shall be quoted in the **Indian Rupees** only.
- 16.2. *Clause Not Used.*
- 16.3. *Clause Not Used.*
- 16.4. *Clause Not Used.*

17. Bid Validity

- 17.1. Bids shall remain valid for a period of **180 (one eighty)** days after the date of bid opening specified in Sub-Clause 26.1.
- 17.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

18. Bid Security

- 18.1. The Bidder shall furnish, as part of its **technical bid**, a bid security in the amount of **Rupees 2,50,00,000 (Rupees Two crores fifty lacs only)**
- 18.2. The bid security shall, at the bidder's option, be in the form of a bank draft or pay order of any reputable bank. The bid security shall remain valid for **28 days** beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 17.2.
- 18.3. Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 18.4. The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.
- 18.5. The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 18.6. The bid security may be forfeited:
- (a) if the bidder withdraws its bid, except as provided in Sub-Clauses 25.1 and 30.2; or
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 36.2; or
 - (c) if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices as defined under Sub-clause 45.1 in competing for the contract; or
 - (d) in the case of a successful bidder, if it fails within the specified time limit to
 - (i) sign the Contract Agreement, or
 - (ii) furnish the required performance security,
- 18.7. *Clause Not Used.*

19. Alternative Proposals by Bidders

- 19.1 Bidders shall submit offers which comply with the requirements of the bidding documents, including the terms and conditions of the bidding document and the basic Employer's Requirements as indicated in the bidding documents. **Alternatives other than those described in Section 4, Employer's Requirements, will not be considered. Where the Employer is allowing more than one option (alternative) to be considered for a part of the Works, the Bidder shall select only one of the allowable options, shall clearly describe the option that he is offering in his Technical Proposal, and shall submit his Price Proposal for only the option that he has offered.** The attention of the bidders is drawn to the provisions of Clause 28 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

20. Pre-Bid Meeting

- 20.1. The bidder or its official representative is invited to attend **Pre-bid meeting on 18th November 2008** at 11.00 am GCC Club Hutkesh, Kashi Mira Road, Mira Bhayandar (E) and on the dates notified in the **Invitation for Bids**.
- 20.2. *Clause Not Used.*
- 20.3. *Clause Not Used.*
- 20.4. Minutes of the meetings, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meetings shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meetings.
- 20.5. **Nonattendance at the pre-bid meetings will not be a cause for disqualification of a bidder. Nevertheless, senior representatives of the bidders are strongly encouraged to participate in the pre-bid meetings to help ensure that they fully understand the key concerns of the Employer and the Employer's requirements.**

21. Format and Signing of Bid

- 21.1. The bidder shall prepare **one original and one copy** of the technical proposal and the price proposal, clearly marking each one as: "ORIGINAL-TECHNICAL PROPOSAL", "ORIGINAL-PRICE PROPOSAL", "COPY-TECHNICAL PROPOSAL", "COPY-PRICE PROPOSAL", etc. as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 21.2. The original and copy of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1 (a) or 5.4 (b), as the case may be. The bidder shall sign on the cover page of Volume 1, General Requirements, Volume 2, Employer's Requirements, and Volume 5, Drawings, to confirm that he has read and accepted all the contents and conditions contained therein. **The bidder shall affix his signature on all pages of Volume 3, Technical Proposal, and Volume 4, Price Proposal. In addition, all pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.**
- 21.3. The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 21.4. The bidder shall furnish information as desired in the Form of Price Proposal on commissions or gratuities, if any, paid or to be paid relating to this bid, and to contract execution if the bidder is awarded the contract.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

- 22.1. The bidder shall seal the original technical proposal, the original price proposal, the copy of the technical proposal, and the copy of the price proposal in separate envelopes clearly marking each one as: "ORIGINAL - TECHNICAL PROPOSAL", "ORIGINAL - PRICE PROPOSAL", "COPY - TECHNICAL PROPOSAL", "COPY - PRICE PROPOSAL", etc. as appropriate.
- 22.2. The bidder shall put two envelopes containing the original bids into one envelope and mark it "ORIGINAL". Similarly, the bidder shall put two envelopes containing the copies of bids into one envelope and mark it, "COPY". These two envelopes shall be put into one final envelope for submission.
- 22.3. The inner and outer envelopes shall provide the name and address of the bidder, and shall:
- a) be addressed to the Employer at the following address:
THE COMMISSIONER,
MIRA BHAYANDER MUNICIPAL CORPORATION,
BHAYANDAR (WEST) – 401 101
Tal. Dist. Thane, MAHARASHTRA

and

 - b) bear the following identification:
Bid for: **Development of Underground Sewerage Scheme for MBMC**
Bid Reference Number: MBMC/MC/83/2008-2009
DO NOT OPEN BEFORE 1100 hrs on 3rd December 2008.
- 22.4. Pursuant to the identification required in Sub-Clause 22.3, the inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late" pursuant to Clause 24.
- 22.5. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

- 23.1. Bids must be received by the Employer at the address specified above no later than 15:00 hrs 2nd December 2008 on the date of submission of Bids.
- 23.2. The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1. Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 23 will be rejected and returned unopened to the bidder.

25. Modification and Withdrawal of Bids

- 25.1. The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

- 25.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
- 25.3. No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 25.2 and 30.2.
- 25.4. Except as provided in Sub-Clause 30.2, withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 17.1 may result in the forfeiture of the bid security pursuant to Sub-Clause 18.6.

E. OPENING AND EVALUATION OF TECHNICAL PROPOSALS

26. Opening of Technical Proposals

- 26.1. The Employer will open the technical proposals, including modifications made pursuant to Clause 25, in the presence of bidders' representatives who choose to attend, at **11:00 hrs on 3rd December 2008 the date of submission of Bids**, as provided in Sub-Clause 23.1, at the Office of the commissioner, Mira Bhayandar Municipal Corporation. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2. The price proposals will remain unopened and will be held in the custody of the Employer until the time of bid opening of the price proposals. The time and date and location of the bid opening of the price proposals will be advised in writing or by fax by the Employer.
- 26.3. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 25 shall not be opened.
- 26.4. The bidders' names, bid modifications and withdrawals, and the presence or absence of the requisite bid security and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidders' representatives will be required to sign this record.
- 26.5. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 26.4.

27. Process to be Confidential

- 27.1. Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their technical or price proposals. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 18.6 (c).
- 27.2. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

28. Preliminary Examination of Technical Proposal

- 28.1. The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration. In cases where proposed alternatives are submitted by the bidders, the Employer will also carry out a preliminary examination of such alternatives to determine whether these are acceptable or not.

29. Evaluation and Comparison of Technical Proposal

29.1. The Employer will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

(a) Qualification

- (i) the determination will take into account the Bidder's experience, financial, technical and production capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Section 8, as well as such other information as the Employer deems necessary and appropriate; and
- (ii) an affirmative determination will be a prerequisite for the Employer to continue with the evaluation of the technical proposal; a negative determination will result in rejection of the Bidder's bid.

(b) Technical

- (i) overall completeness and compliance with the Employer's Requirements including those described in Sub-Clauses 5.1 (c), 5.3 and 13.2,13.3, as well as such other information as the Employer deems necessary and appropriate; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
- (ii) overall understanding of requirements of the contract for successful completion within the stipulated time period;
- (iii) demonstration of bidders' capability for satisfactory construction methodology proper planning of activities, procurement and deployment of necessary resources;
- (iv) achievement of specified performance criteria by the facilities;
- (v) compliance with the time schedule called for in Appendix to Technical Proposal and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the bid;
- (vi) technical proposal for operation and maintenance of the facilities;
- (vii) type, quantity and long-term availability of spare parts and maintenance services;
- (viii) any deviations to the commercial and contractual provisions stipulated in the bidding documents.

30. Clarification of Technical Proposals and Contacting the Employer

30.1. The Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal. The Employer may also require each or any Bidder to make a detailed presentation about overall understanding of the requirements of the contract for successful completion within the stipulated time period and demonstration of bidders' capability for satisfactory construction methodology, proper planning of activities, procurement and deployment of necessary resources.

30.2. Where amendments or changes are required by the Employer, bidders will be requested in writing to adjust their proposals accordingly and submit a supplementary price proposal within 14 days. **The supplementary price proposal should only contain the changes in price resulting from the changes in the technical proposals. In cases where the bidder does**

not want to change its original prices, it shall submit a supplementary price proposal specifically stating that there will not be any changes in the quoted prices. Bidders should note that if the Employer, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal, the bid is liable to be rejected. Bidders not wishing to change their technical proposals may withdraw from the bidding process and their price proposals will be returned unopened.

- 30.3. The Bidder shall seal the original supplementary price proposal and each copy (number of copies to be the same as the number required in the bid submission) in an inner and outer envelope clearly marking each one as: "ORIGINAL-SUPPLEMENTARY PRICE PROPOSAL", "COPY NO.1-SUPPLEMENTARY PRICE PROPOSAL", etc. as appropriate.
- 30.4. The inner and outer envelope shall be addressed and bear the name of Contract and Bid Reference Number as specified in Sub-clause 22.3.
- 30.5. **Supplementary price proposals which are not received in the time required by the Employer will result in the rejection of the bid, even in cases where the bidder chooses not to change its original price proposal.**
- 30.6. Any effort by the bidder to influence the Employer in the Employer's evaluation of technical proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 18.6(c).

31. Invitation to Attend Opening of Price Proposals

- 31.1. At the end of the evaluation of the technical proposals the Employer will invite bidders who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.
- 31.2. Employer will notify Bidders that have been rejected on the grounds of being substantially non-responsive to the requirements of the bidding documents in writing and return the unopened price proposals.

F. OPENING AND EVALUATION OF PRICE PROPOSALS

32. Opening of Price Proposals

- 32.1. The Employer will open the price proposals and, if provided, the supplementary price proposals of all bidders who submitted substantially responsive technical proposals at the time and date at the location advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 32.2. The bidder's names, the Bid Prices including Supplementary Price Proposals, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.
- 32.3. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 32.2.

33. Process to be Confidential

- 33.1. Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their technical or price proposals.

- 33.2. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

34. Clarification of Price Proposals and Contacting the Employer

- 34.1. To assist in the examination, evaluation and comparison of price proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 36.
- 34.2. Subject to Sub-clause 34.1, no bidder shall contact the Employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 34.3. Any effort by the bidder to influence the Employer in the Employer's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 18.6 (c).

35. Preliminary Examination of Price Proposals and Determination of Responsiveness

- 35.1. The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 34.
- 35.2. A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.
- 35.3. If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

36. Correction of Errors

- 36.1. Price Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified on the following basis.
- (i) Bidders are required to quote the lump sum prices or unit rates in figures only. For unit rate items, if there is a discrepancy between the quoted unit rate and the total price per item that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total price per item will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total price as quoted will govern and the unit rate will be corrected. For lump sum items, where the quantity is "one", if there is a discrepancy between the quoted unit rate and the total price for the item, then the unit rate will prevail and the total price of the item will be corrected unless in the opinion of the Employer there is an obvious misplacement in the decimal point of the unit rate, in which case the total price as quoted will govern and the unit rate will be corrected.
 - (ii) If there is a discrepancy between the total bid amount and the sum of the total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
 - (iii) If the bidder has offered a discount expressed as a percentage of the quoted price, such discount will be applied to the corrected bid price.

- 36.2. The amount stated in the Form of Bid for Price Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 18.6 (b).

37. Conversion to a Single Currency

- 37.1. *Clause Not Used.*

38. Evaluation and Comparison of Price Proposals

- 38.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 35.

- 38.2. Pursuant to Sub-Clause 38.3, the following evaluation methods will be followed:

- (a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause 1.2 and the Appendix to Technical Proposal. **Bidders submitting bids which deviate from the time schedule specified will be rejected.**
- (b) **Operating costs:** Since the operating costs of the facilities being procured form a major part of the life cycle cost of the facilities these costs will be evaluated in accordance with the methodology described in Sub-Clause 38.5 and 38.6, based on the performance characteristics of the Plant and equipment proposed to be furnished by the Bidder as well as on past experience of the Employer or other employers similarly placed. **Such costs shall be added to the bid price for evaluation.**
- (c) **Work, services, facilities, etc., to be provided by the Employer:** Where bids include for the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.
- 38.3. For the purposes of calculating the operating costs under Sub-clause 38.4(b) above, operating costs which may vary from bidder to bidder will be considered based upon the details of the plant and equipment which they propose to supply and install as a part of the Works. **Such evaluation will, inter alia, consider the performance characteristics and cost of operating the system-as-a-whole including the costs of pumping under the projected operating conditions for the time periods specified in para (i) below.** Costs for an initial operating period of the Plant and facilities at their rated output capacities will be considered, excluding (i) electricity costs that are common for all bidders (i.e., such as internal lighting, yard lighting, electrical equipment at the Sewage Treatment Plant, minor electrical equipment at the Pump Stations, etc.); (ii) the price of chemical consumables required for operating the sewage Treatment Plant; and (iii) routine operation and maintenance costs that may be incurred after completion of the O&M Contract period (costs for the first ten years O&M are included in the bid price and will be included in the evaluation). **Such costs will be calculated during evaluation and will be added to the Bid Price to obtain the Evaluated Bid Price upon which the decision for award of contract will be based.** Factors which will be used in calculating the differential operating costs include:
- (i) the estimated total cost of electricity consumed by the major pumps and motors supplied as a part of the facilities, based on calculations of their operating efficiencies and power consumption at their rated output capacities for the following time periods following completion of trial run and commissioning:
- a) the **first 10 (ten) years of operation** of the sewage Pumps at the pumping stations.
- b) the **first 10 (ten) years of operation** of the treated Water Pumps at the sewage treatment plants.

- (ii) an electricity consumption rate of Rs. 4.50 per kWh, which broadly corresponds to the rates that are currently being charged by the Reliance Infrastructure Ltd. for electricity consumed by similar Plant and facilities; and
- (iii) a rate of ten percent (10%) per annum which shall be used to discount to present value all annual future costs calculated under (i) and (ii) above for the specified periods.

38.4. Clause Not Used.

- 38.5. (a) Any adjustments in price which result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered except for corrections for arithmetical errors pursuant to Sub-Clauses 36.1 and 36.2.
- (b) The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- (c) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- (d) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, or if the bid price is found by the Employer to be severely imbalanced with respect to the Employer's estimate and/or to bids submitted by other bidders through front-end loading of the quoted prices, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 44 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

39. Clause Not Used

G. AWARD OF CONTRACT

40. Award

- 40.1. Subject to Clause 41, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3; and (ii) qualified in accordance with the provisions of Clause 5.

41. Employer's Right to Accept any Bid and to Reject any or all Bids

- 41.1. Notwithstanding Clause 40, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

42. Notification of Award

- 42.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration

of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

- 42.2. The notification of award will constitute the formation of the Contract.
- 42.3. Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required), the Employer will promptly notify the other bidders that their bids have been unsuccessful.

43. Signing of Contract Agreement

- 43.1. At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 43.2. Within **8 (eight) days** of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

44. Performance Security

- 44.1. Within **28 (twenty eight) days** of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of five percent (5%) of the Contract Price in accordance with the Conditions of Contract, or in such other amount as the Employer may determine as being necessary to bring the performance security to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder in accordance with the provisions of Sub-Clause 38.7(d). The form of performance security provided in Section 6 of the bidding documents may be used or some other form acceptable to the Employer. The performance security shall be denominated solely in Indian Rupees in the amount specified in the Appendix to Tender, and shall be in the form of an unconditional and irrevocable bank guarantee issued either by a Nationalized or Scheduled Bank located in India or a foreign bank through a correspondent bank located in India and acceptable to the Employer. The issuing branch of such bank shall be located in Mumbai, Maharashtra, and the bank guarantee shall, if invoked, be encashable when presented in the branch office of such bank located in Mumbai.
- 44.2. Failure of the successful bidder to comply with the requirements of Clauses 43 or 44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 44.3. The above provisions shall also apply to the furnishing of a domestic performance security, where required, and in the terms specified in Clause 39.

45. Corrupt or Fraudulent Practices

- 45.1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of any thing of value to influence the action of any such official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

Employer ;

- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MBMC contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

45.2. Furthermore, bidders shall be aware of the provisions stated in Sub-Clause 1.16 and Sub-Clause 15.5 of the Conditions of Contract, Part II- Conditions of Particular Application.