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**REQUEST FOR PROPOSAL**  
**for**  
**DEVELOPMENT OF SEWAGE TREATMENT PLANTS AND SEWERAGE**  
**NETWORK**  
**IN PATNA, BIHAR**

MAY 2018



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## **DISCLAIMER**

The information contained in this RFP or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of BUIDCO or NMCG and its employees or advisors is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and further it is neither an offer nor an invitation by BUIDCO to the Bidders or any other Person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This RFP includes statements which reflect various assumptions and assessments arrived at by BUIDCO, NMCG and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this RFP may not be appropriate for all Persons and it is not possible for BUIDCO, NMCG and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. BUIDCO, NMCG and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in this RFP.

The issue of this RFP does not imply that BUIDCO is bound to qualify any Bidder or to award the Project to any Bidder. BUIDCO reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

## GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below. Capitalised terms not defined below shall have the meaning given to them in the Digha-Kankarbagh Project Agreement.

<b>Addendum or Addenda</b>	means an addendum or addenda to this RFP.
<b>Additional Performance Security</b>	means a performance security that must be submitted by the Selected Bidder to BUIDCO alongwith Performance Security and ESHS Performance Security to secure the obligations of the Concessionaire/Bidder in relation to the <i>Clause 16.5 of the RFP document</i> .
<b>Annexure</b>	means an annexure to this RFP.
<b>Appointed Date</b>	means the date of signing of the Digha-Kankarbagh Project Agreement.
<b>Associate</b>	means, in relation to a Bidder or a Member of a Consortium, a Person who Controls, or is Controlled by/ with such Bidder or Member of a Consortium.
<b>Average Guaranteed Energy Consumption</b>	means the <i>Digha Average Guaranteed Energy Consumption</i> and/or the <i>Kankarbagh Average Guaranteed Energy Consumption</i> , as the context may require.
<b>Bank</b>	means the International Bank for Reconstruction and Development ( <b>IBRD</b> )/International Development Association ( <b>IDA</b> ).
<b>Bid</b>	means a bid consisting of the Qualification Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Project, and <b>Bids</b> mean collectively, all the bids for the Project.
<b>Bid Data Sheet</b>	means the Bid Data Sheet provided in Section IV of this RFP
<b>Bid Due Date</b>	means the last date for submission of the Bids specified in the Bid Data Sheet, as may be extended from time to time in accordance with Clause 19.2.
<b>Bid Price</b>	means the aggregate of the <i>Digha Bid Price</i> and the <i>Kankarbagh Bid Price</i> .



<b>Bid Price Sheet</b>	<p>means the MS-Excel file provided on the website of BUIDCO consisting of the following components</p> <ul style="list-style-type: none"> <li>a. Part A: Bid Price Summary</li> <li>b. Part B: Digha Network Summary</li> <li>c. Part C: Digha Network Details</li> <li>d. Part D: Kankarbagh Network Summary</li> <li>e. Part E: Kankarbagh Network Details</li> </ul> <p>the Bidders shall quote separately for <i>Digha</i> and <i>Kankarbagh</i> the following components :</p> <p><b>Part 1:</b></p> <ol style="list-style-type: none"> <li>1 <u>For the STP Facilities excluding I&amp;D Works</u> (a) the Bid Project Cost (including all Taxes), (b) the O&amp;M Charges for the first month after COD (including all Taxes), (c) the STP Guaranteed Energy Consumption for the O&amp;M Period , and (d) the Land Requirement;</li> <li>2 <u>For the I&amp;D Works</u> (a) the Bid Project Cost (including all Taxes), (b) the O&amp;M Charges for the first month after COD (including all Taxes), (c) the I&amp;D Guaranteed Energy Consumption;</li> </ol> <p><b>Part 2:</b> Sewerage Network Facilities (a) Sewerage Network Design Build Cost (including all Taxes); (b) Sewerage Network O&amp;M Charges after COD (including all Taxes); (c) Sewerage Network Guaranteed Energy Consumption for the O&amp;M Period based on which the Bid Price will be calculated.</p> <p>The quotes corresponding to Sewerage Network Facilities will be as per the details provided in Part B to Part E of the Bid Price Sheet.</p>
<b>Bid Process</b>	<p>means the single-stage bidding process, with two sub-stages, undertaken by <i>BUIDCO</i> to award the Project to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Digha-Kankarbagh Project Agreement is executed with the Special Purpose Vehicle incorporated by the Selected Bidder for the Project.</p>
<b>Bid Project Cost</b>	<p>means the <i>Digha</i> Bid Project Cost and/or the <i>Kankarbagh</i> Bid Project Cost, as the context may require.</p>

<b>Bid Schedule</b>	means the schedule of the Bid Process set out in Bid Data Sheet, as may be amended from time to time.
<b>Bid Security</b>	means a bid security that must be submitted by a Bidder along with its Bid in accordance with Clause 15.
<b>Bidder</b>	means an interested Company or a Consortium of Companies which submits a Bid to BUIDCO in accordance with this RFP and includes each Member when the Bidder is a Consortium, and <b>Bidders</b> shall be construed accordingly.
<b>Bidding Documents</b>	<p>The Bidding Documents consist of:</p> <ol style="list-style-type: none"> <li>1. the Request for Proposal</li> <li>2. the Bid Data Sheet;</li> <li>3. Appendage A– Forms</li> </ol> <p>Annexure 1</p> <ol style="list-style-type: none"> <li>a. Format of Bid Letter</li> <li>b. Description of the Bidder</li> <li>c. Format of Power of Attorney</li> <li>d. Format of Certificate from the Statutory Auditor for Net Worth and compliance with other financial qualification criteria</li> <li>e. Format of Details of Technical Capacity Claimed</li> <li>f. Format of Certificate from the Statutory Auditor regarding development experience</li> <li>g. Format of Self-Attested Certificate regarding Associate</li> <li>h. Format of Information On Litigation</li> <li>i. Form of Bid Security (Bank Guarantee)</li> <li>j. Format of Power Of Attorney For Appointing Lead Member</li> <li>k. Format of Joint Bidding Agreement</li> <li>l. Format of Environmental, Social, Health, And Safety Performance Declaration</li> </ol> <p>Annexure 2 - Experience Certificate for Biogas Power Plant</p> <p>Annexure 3 – Consent Letter For Experience of Biogas Power Plant</p> <p>Annexure 4 - Format of Performance Security</p>

	<p>Annexure 5 - Format of Environmental, Social, Health And Safety (ESHS) Performance Security</p> <p>Annexure 6 – List of Public Financial Institutions</p> <p>Annexure 7 - Declaration regarding customs/excise duty exemption</p> <p>Annexure 8 - Bid Price Sheet – Financial Proposal (including MS-Excel Format):</p> <ul style="list-style-type: none"> <li>a. Part A: Covering Letter to Financial Proposal</li> <li>b. Part B: Bid Price Summary</li> <li>c. Part C: Digha Network Summary</li> <li>d. Part D: Digha Network Details</li> <li>e. Part E: Kankarbagh Network Summary</li> <li>f. Part F: Kankarbagh Network Details</li> </ul> <p>Annexure 9 - Form for Clarification Questions</p> <p>Annexure 10 - List of Eligible Countries</p> <p>Annexure 11- Information Forms</p> <p>Annexure 12 – Project Information Memorandum</p> <p>All Annexures above are for indicative purposes only</p> <p><b>4. Appendage B – Digha Kankarbagh Project Agreement</b></p> <ul style="list-style-type: none"> <li>i) Concession Agreement for STP Facilities with its Schedules</li> <li>ii) Conditions of the Contract for Sewerage Network Facilities with its Schedules; <ul style="list-style-type: none"> <li>a. General Conditions of the Contract;</li> <li>b. Special Conditions of the Contract; and</li> <li>c. Schedules to the General Conditions;</li> </ul> </li> </ul> <p>5. Addenda to the documents listed above, if any as issued by BUIDCO.</p>
<b>BOD</b>	means biochemical oxygen demand.
<b>BUIDCO</b>	means Bihar Urban Infrastructure Development Corporation Limited (BUIDCO), constituted under the Companies Act, 1956 and amendments thereof.
<b>Capex Annuity</b>	means the <i>Digha</i> Capex Annuity and/or the <i>Kankarbagh</i> Capex Annuity, as the context may require.

<b>Capital</b>	means, in respect of the SPV that is incorporated by the Selected Bidder to act as the Concessionaire, the total capital of such SPV that will be raised by the issuance of equity shares, preference shares and convertible instruments.
<b>Clause</b>	means a clause of this RFP.
<b>COD Certificate</b>	means the certificate issued or deemed to be issued by BUIDCO upon issuance or deemed issuance of the Trial Operations Completion Certificates of the STP Facilities, upon satisfaction of the conditions set out in Clause 7.15. of the Concession Agreement
<b>Commercial Operations Date or COD</b>	means the date(s) on which the COD Certificate is issued or deemed to be issued to the Concessionaire in accordance with the Concession Agreement
<b>Companies Act</b>	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
<b>Company</b>	means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction.
<b>Concession Agreement</b>	means the tripartite concession agreement, attached as part of the Digha-Kankarbagh Project Agreement to be executed between NMCG, BUIDCO and the Concessionaire for the STP Facilities.
<b>Concessionaire</b>	means the Special Purpose Vehicle incorporated by the Selected Bidder to implement the Project
<b>Conditions of Contract</b>	means the agreement, attached as part of the Digha-Kankarbagh Project Agreement to be executed between NMCG, BUIDCO and the Concessionaire for the Sewerage Network Facilities.
<b>Conflict of Interest</b>	has the meaning ascribed to it in Clause 3.3.
<b>Consortium</b>	means any combination of Companies that have formed a consortium for the purpose of submitting a Bid and to implement the Project if such consortium is declared the Selected Bidder.

<b>Construction Completion Date</b>	<p>means, with respect to the <i>Digha</i> STP Facilities and <i>Digha Sewerage Network Facilities</i>, the date on which the <i>Digha</i> STP Construction Completion Certificate or the <i>Digha</i> Operational Acceptance Certificate, as the context may require, is issued or deemed to be issued to the Concessionaire.</p> <p>With respect to the <i>Kankarbagh</i> STP Facilities and <i>Kankarbagh Sewerage Network Facilities</i>, the date on which the <i>Kankarbagh</i> STP Construction Completion Certificate or the <i>Kankarbagh</i> Operational Acceptance Certificate, as the context may require, is issued or deemed to be issued to the Concessionaire, in accordance with the Digha-Kankarbagh Project Agreement</p>
<b>Construction Period</b>	has the meaning ascribed to it in Clause 7.1 of the Digha-Kankarbagh Project Agreement.
<b>Control</b>	<p>means, with respect to a Person:</p> <p>(a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or</p> <p>(b) the power, directly or indirectly, to direct or influence the Board of directors, the management and policies of such Person by operation of law, contract or otherwise,</p> <p>and the term <b>Controlled and Controlling</b> shall be construed accordingly.</p>
<b>Design-Build Cost</b>	means the Digha Sewerage Network Design-Build Cost and/or the Kankarbagh Sewerage Network Design-Build Cost, as the context may require
<b><i>Digha</i> Average Guaranteed Energy Consumption</b>	has the meaning ascribed to it in Clause 2.5.
<b><i>Digha</i> Bid Price</b>	means the price calculated for each Bidder, based on the values provided by such Bidder in the Bid Price Sheet, as a part of its Financial Proposal, to design, finance, develop, construct, operate, and maintain the <i>Digha</i> STP Facilities and redesign (wherever necessary), construct, operate, and maintain <i>Digha</i>

	<i>Sewerage Network Facilities.</i>
<b><i>Digha Bid Project Cost</i></b>	<p>means collectively the Bid Project Cost for the Digha STP Facilities excluding Digha I&amp;D Works, and the Bid Project Cost for the Digha I&amp;D Works, as the context may require.</p> <p>means the cost of construction of the <i>Digha</i> STP Facilities, any power plant proposed to be set up by the Bidder, as quoted by a Bidder in its Bid, which must include the interest during construction, Taxes and all other pre-operative expenses in relation to the <i>Digha</i> STP Facilities and the power plant, if any.</p>
<b><i>Digha Capex Annuity</i></b>	means the amount to be specified in the Concession Agreement, which is payable to the Concessionaire per quarter during the O&M Period, towards reimbursement of 60% of the <i>Digha</i> Bid Project Cost, as adjusted to account for inflation in accordance with the Concession Agreement.
<b><i>Digha Construction Completion Certificate</i></b>	means the certificate issued to the Concessionaire to certify completion of construction of the <i>Digha</i> STP Facilities in accordance with the Concession Agreement.
<b><i>Digha ESHS Performance Security</i></b>	means a demand bank guarantee that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO, in accordance with Clause 16A, on or before execution of the Digha-Kankarbagh Project Agreement to secure the obligations of the Concessionaire to comply with the ESHS requirements in relation to the <i>Digha</i> STP Facilities and Digha Sewerage Network Facilities, as set out in the Concession Agreement and Conditions of Contract, respectively.
<b><i>Digha I&amp;D Guaranteed Energy Consumption</i></b>	means the maximum number of units of power (in kWh) per MLD quoted by the Selected Bidder in the Financial Proposal, which it expects to consume during the O&M Period (other than any units expected to be generated and consumed from the Power Plant), to operate and maintain the Digha I&D Works
<b><i>Digha I&amp;D Power Charges</i></b>	means the power charges required for operating the Digha I&D Works

<b>Digha I&amp;D Site</b>	means the location identified for the construction of the Digha I&D Works such as the pumping station
<b>Digha I &amp; D Works</b>	<p>means the Digha Interception and Diversion works including the two pumping stations of I&amp;D Works and appurtenant structures to be constructed as part of the STP Facilities for diverting sewage flow from the existing nalas or drains to the Digha STP for treatment as per Digha I&amp;D Option 1 or Digha I&amp;D Option 2. Details of the I&amp;D Works are provided in the Annexure 12 of the RFP.</p> <p>For clarification purposes, the two pumping stations of I&amp;D Works include the pumping station at Rajapur Nalla (I&amp;D SPS A) and the pumping station in the premises of the STP (I&amp;D SPS B). The SPS A, SPS B, rising mains, trunk sewers of Digha Sewerage Network Facilities is are not considered to be part of the Digha I&amp;D Works, and shall continue to remain as part of the Digha Sewerage Network Facilities.</p>
<b>Digha Land Price</b>	means the price of the land required by the Bidder to develop the <i>Digha</i> STP Facilities, determined by multiplying the <i>Digha</i> Land Requirement quoted by such Bidder and the <i>Digha</i> Land Rate.
<b>Digha Land Rate</b>	means the cost per sq.m of the land forming the <i>Digha</i> Site, which, for the purpose of this RFP shall be INR 22222 (twenty two thousand two hundred and twenty two)
<b>Digha Network</b>	means the Sewerage Network of 303 km to be laid at <i>Digha</i> including online monitoring system to be built as part of the Project and related works to be built as part of the Project
<b>Digha Network Guaranteed Energy Consumption</b>	means the maximum number of units of power quoted by a Bidder in its Financial Proposal, which it expects the Concessionaire to consume during the O&M Period (other than any units expected to be generated and consumed from any power plant proposed to be set up by the Concessionaire), to operate and maintain the <i>Digha</i> Network Facilities (in kWh per MLD)
<b>Digha Network Payment Milestones</b>	means the payment milestones as per the Conditions of Contract

<b>Digha Network Performance Security</b>	means a performance security that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO on or before execution of the Digha-Kankarbagh Project Agreement to secure the obligations of the Concessionaire in relation to the <i>Digha Sewerage Network Facilities</i> during the Construction Period in accordance with the Conditions of Contract.
<b>Digha O&amp;M Charges</b>	<p>means collectively the O&amp;M Charges for the Digha STP Facilities excluding Digha I&amp;D Works, and the O&amp;M Charges for the Digha I&amp;D Works, as the context may require.</p> <p>means the amount required by a Bidder (including all Taxes) to operate and maintain the <i>Digha STP Facilities</i>, excluding the <i>Digha STP Power Charges</i> and <i>Digha I&amp;D Power Charges</i>, during the O&amp;M Period in accordance with Clause 9.4 of the Concession Agreement.</p>
<b>Digha Operation Acceptance Certificate</b>	means the certificate issued to the Concessionaire to certify completion of construction of the <i>Digha Sewerage Network Facilities</i> in accordance with the Conditions of Contract.
<b>Digha Power Charges</b>	<p>means the cost of the power consumed by the Concessionaire to operate and maintain the <i>Digha STP Facilities</i> and/or the <i>Digha Sewerage Network Facilities</i> during the O&amp;M Period, which will be calculated in accordance with the Digha-Kankarbagh Project Agreement.</p> <p>For the purpose of evaluation of Bids, the '<b>Digha Power Charges</b>' means the cost of power (for operation and maintenance of the <i>Digha STP Facilities</i> and/or the <i>Digha Sewerage Network Facilities</i>, as the context may require) for each Bidder determined in accordance with the formula set out in the Bid Price Sheet.</p>
<b>Digha Sewerage Network Design Build Cost</b>	Means the total cost estimate quoted by the Bidder for Survey, Reviewing the Designs, Redesigning where necessary, construction, testing, commissioning of the <i>Digha Sewerage Network Facilities</i> (including pumping stations), which must include Taxes and all other pre-operative expenses in relation to the <i>Digha</i>



	<i>Sewerage Network Facilities</i> , if any. The Term “ <b>Design Build Cost</b> ” can be construed accordingly
<b>Digha Sewerage Network Facilities</b>	means collectively, the Digha Network and Digha Associate Infrastructure required to be set up by the Concessionaire, as described in greater detail in the Scope of Work and Technical Specifications
<b>Digha Sewerage Network O&amp;M Charges</b>	means the amount required by a Bidder (including all Taxes) to operate and maintain the <i>Digha Sewerage Network Facilities</i> during the O&M Period.  The <i>Digha</i> Network O&M Charges for the first quarter after the OSD will be determined on the basis of the O&M Charges quoted by the Bidder for the first month from the OSD, in its Financial Proposal, which amount shall be adjusted to account for inflation, in accordance with the Conditions of Contract.
<b>Digha Sewerage Network Site</b>	Means the location for the Sewerage Network Facilities, as defined in the Bid Data Sheet
<b><i>Digha</i> Site</b>	Means the Digha STP Site, or the Digha Sewerage Network Site, as the context may require
<b><i>Digha</i> STP</b>	means the STP of 100 MLD to be set up at the <i>Digha</i> Site, as part of the Project.
<b>Digha STP Completion Cost</b>	means the amount to be specified as per Clause 9.2 in the Concession Agreement , which is computed for evaluating the reimbursement of 60% of the <i>Digha</i> STP Bid Project Cost, as adjusted to account for inflation in accordance with the Concession Agreement.
<b><i>Digha</i> STP Facilities</b>	means collectively, the <i>Digha</i> STP, the online monitoring system, the on-site testing laboratory facilities, Digha I&D works and such other facilities associated with the <i>Digha</i> STP, required to be set up by the Concessionaire, as described in greater detail in the Scope of Work and Technical Specifications.
<b><i>Digha</i> STP Guaranteed Energy Consumption</b>	means the maximum number of units of power per MLD of treated flow quoted by a Bidder in its Financial Proposal, which it expects to consume during the O&M Period (other than any units expected to be generated and consumed from any power plant proposed to be set up by the Concessionaire), to operate and maintain the <i>Digha</i> STP Facilities excluding the Digha I&D works (at varying volumes

	and BOD of sewage).
<b><i>Digha</i> STP Land Requirement</b>	means the area required by the Selected Bidder at the <i>Digha</i> Site to construct, operate and maintain the <i>Digha</i> STP Facilities excluding the <i>Digha</i> I&D Works. For the avoidance of doubt it is clarified that the land required by the Bidder shall not be more than 5.5 Hectares.
<b><i>Digha</i> STP Payment Milestones</b>	means the 5 (five) payment milestones listed in the Concession Agreement for release of 40% of the <i>Digha</i> Bid Project Cost (as adjusted to account for inflation in accordance with the Concession Agreement) to the Concessionaire.
<b><i>Digha</i> STP Performance Security</b>	means a performance security that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO on or before execution of the <i>Digha</i> -Kankarbagh Project Agreement to secure the obligations of the Concessionaire in relation to the <i>Digha</i> STP Facilities during the Construction Period in accordance with Clause 16.
<b><i>Digha</i> STP Site</b>	means the location for the <i>Digha</i> STP Facilities excluding the <i>Digha</i> I&D Works, admeasuring 5.5 Hectares in <i>Digha, Patna</i> , Bihar as set out in more detail in the Information Memorandum provided in <b>Annexure 12</b> of this RFP.
<b><i>Digha</i> Supporting Infrastructure</b>	means the supporting infrastructure facilities required for the operation of the <i>Digha</i> STP Facilities and Sewerage Network Facilities, which will be provided, operated and maintained by the BUIDCO during the term of the Concession Agreement and Conditions of Contract.
<b><i>Digha</i>-Kankarbagh Project Agreement</b>	means the tripartite agreement to be executed between NMCG, BUIDCO and the Concessionaire. A draft of the <i>Digha</i> -Kankarbagh Project Agreement is attached to this RFP. It includes the Concession Agreement for the STP Facilities and Conditions of Contract for the Sewerage Network Facilities
<b>Eligibility Criteria</b>	means the eligibility criteria set out in Clause 3 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of

	the Financial Proposal.
<b>End of Concession</b>	means the date on which the Concession ends, and is defined as 15 years from the COD, subject to termination in accordance with the Digha-Kankarbagh Project Agreement.
<b>e-Procurement Portal</b>	means the e-procurement portal of GoB available at the following url: <a href="https://www.eproc.bihar.gov.in/">https://www.eproc.bihar.gov.in/</a>
<b>ESHS</b>	means environment, social, health and safety.
<b>ESHS Performance Security</b>	means the <i>Digha</i> ESHS Performance Security or the <i>Kankarbagh</i> ESHS Performance Security, as the context may require, and the term ' <b>ESHS Performance Securities</b> ' shall mean collectively, the <i>Digha</i> ESHS Performance Security and the <i>Kankarbagh</i> ESHS Performance Security.
<b>Financial Capacity</b>	means the financial capacity and strength of the Bidder, as determined in accordance with Clause 4.2 of this RfP.
<b>Financial Proposal</b>	means the financial proposal, comprising the Bid Price Sheet, to be submitted by a Bidder in accordance with this RFP.
<b>Financial Year</b>	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
<b>Ganga 2016 Order</b>	has the meaning ascribed to it in Clause 1.2.
<b>GoB</b>	means the Government of Bihar
<b>GoI</b>	means the Government of India.
<b>Guaranteed Energy Consumption</b>	means the <i>Digha</i> STP Guaranteed Energy Consumption or the <i>Kankarbagh</i> STP Guaranteed Energy Consumption or the <i>Digha</i> Network Guaranteed Energy Consumption or the <i>Kankarbagh</i> Network Guaranteed Energy Consumption, as the context may require.

<b>Guidelines</b>	has the meaning ascribed to it in Clause 1.8.
<b>Information Memorandum</b>	means the information memorandum for the Project set out in Annexure 12 of this RFP. Bidders may note that the Information Memorandum is indicative and for information purposes only
<b>I&amp;D Works</b>	means the Digha I&D Works or the Kankarbagh I&D Works, as the context may require
<b>Joint Bidding Agreement</b>	means a binding joint bidding agreement to be entered into by the Members of a Consortium that submits a Bid pursuant to this RFP, in the format set out at Annexure 1K.
<b>Kankarbagh Average Guaranteed Energy Consumption</b>	has the meaning ascribed to it in Clause 2.5.
<b>Kankarbagh Bid Price</b>	means the price calculated for each Bidder, based on the values provided by such Bidder in the Bid Price Sheet, as a part of its Financial Proposal to design, finance, develop, construct, operate, and maintain the <i>Kankarbagh STP Facilities</i> and the <i>Kankarbagh Sewerage Network Facilities</i> .
<b>Kankarbagh Bid Project Cost</b>	<p>means collectively the Bid Project Cost for the <i>Kankarbagh STP Facilities</i> excluding <i>Kankarbagh I&amp;D Works</i>, and the Bid Project Cost for the <i>Kankarbagh I&amp;D Works</i>, as the context may require.</p> <p>means the cost of construction of the <i>Kankarbagh STP Facilities</i>, as quoted by a Bidder in its Bid, which must include the interest during construction, Taxes and all other pre-operative expenses in relation to the <i>Kankarbagh STP Facilities</i>.</p>
<b>Kankarbagh Capex Annuity</b>	means the amount to be specified in the Concession Agreement, which is payable to the Concessionaire per quarter during the O&M Period, towards reimbursement of 60% of the <i>Kankarbagh Bid Project Cost</i> , as adjusted to account for inflation in accordance with the Concession Agreement.
<b>Kankarbagh Construction Completion Certificate</b>	means the certificate issued to the Concessionaire to certify completion of construction of the <i>Kankarbagh STP Facilities</i> , in accordance with the Concession Agreement.

<b><i>Kankarbagh</i> ESHS Performance Security</b>	means a demand bank guarantee that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO, in accordance with Clause 16A, on or before execution of the Digha-Kankarbagh Project Agreement to secure the obligations of the Concessionaire to comply with the ESHS requirements in relation to the <i>Kankarbagh</i> STP Facilities, and Kankarbagh Sewerage Network Facilities, as set out in the Concession Agreement and Conditions of Contract, respectively.
<b><i>Kankarbagh</i> I&amp;D Guaranteed Energy Consumption</b>	means the maximum number of units of power (in kWh) per MLD quoted by the Selected Bidder in the Financial Proposal, which it expects to consume (other than any units expected to be generated and consumed from the Power Plant), to operate and maintain the Kankarbagh I&D Works from COD till OSD of Kankarbagh Sewerage Network Facilities.
<b><i>Kankarbagh</i> I&amp;D Power Charges</b>	means the power charges required for operating the Kankarbagh I&D Works
<b><i>Kankarbagh</i> I &amp; D Works</b>	means the Kankarbagh Interception and Diversion works, excluding SPS B of the Kankarbagh Sewerage Network Facilities to be constructed as part of the STP Facilities for diverting sewage flow from the existing nalas or drains to the Kankarbagh STP for treatment
<b><i>Kankarbagh</i> Land Price</b>	means the price of the land required by the Bidder to develop the <i>Kankarbagh</i> STP Facilities, determined by multiplying the <i>Kankarbagh</i> STP Land Requirement quoted by such Bidder and the <i>Kankarbagh</i> Land Rate.
<b><i>Kankarbagh</i> Land Rate</b>	means the cost per sq.m of the land forming the <i>Kankarbagh</i> Site, which, for the purpose of this RFP shall be INR 37074 ( <i>Thirty seven thousand and seventy four</i> )
<b><i>Kankarbagh</i> Network</b>	means the Sewerage Network of 150 km to be laid at <i>Kankarbagh</i> including online monitoring system to be built as part of the Project and related works to be built as part of the Project.
<b><i>Kankarbagh</i> Network Guaranteed Energy Consumption</b>	means the maximum number of units of power quoted by a Bidder in its Financial Proposal, which it expects the Concessionaire to consume during the O&M Period (other than any units expected to be generated and consumed from any power plant proposed to be set

	up by the Concessionaire), to operate and maintain the <i>Kankarbagh Sewerage Network Facilities</i> (at varying volumes)
<b><i>Kankarbagh Network O&amp;M Charges</i></b>	<p>means the amount required by a Bidder (including all Taxes) to operate and maintain the <i>Kankarbagh Sewerage Network Facilities</i> during the O&amp;M Period.</p> <p>The <i>Kankarbagh Network O&amp;M Charges</i> for the first quarter after the COD will be determined on the basis of the O&amp;M Charges quoted by the Bidder for the first month from the COD, in its Financial Proposal, which amount shall be adjusted to account for inflation, in accordance with the Conditions of Contract.</p>
<b><i>Kankarbagh Network Payment Milestones</i></b>	means the payment milestones as per the Conditions of Contract
<b><i>Kankarbagh Network Performance Security</i></b>	means a performance security that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO on or before execution of the Digha-Kankarbagh Project Agreement to secure the obligations of the Concessionaire in relation to the <i>Kankarbagh Sewerage Network Facilities</i> during the Construction Period in accordance with Clause 16 of this RfP.
<b><i>Kankarbagh O&amp;M Charges</i></b>	<p>means collectively the O&amp;M Charges for the Kankarbagh STP Facilities excluding Kankarbagh I&amp;D Works, and the O&amp;M Charges for the Kankarbagh I&amp;D Works, as the context may require.</p> <p>means the amount required by the Bidder (including all Taxes) to operate and maintain the <i>Kankarbagh STP Facilities</i>, excluding the <i>Kankarbagh Power Charges</i> for the STP Facilities, during the O&amp;M Period in accordance with Clause 9.4 of the Concession Agreement.</p>
<b><i>Kankarbagh Operation Acceptance Certificate</i></b>	means the certificate issued to the Concessionaire to certify completion of construction of the <i>Kankarbagh Sewerage Network Facilities</i> , in accordance with the Conditions of Contract.
<b><i>Kankarbagh Power Charges</i></b>	means the cost of the power consumed by the Concessionaire to operate and maintain the

	<p><i>Kankarbagh</i> STP Facilities and/or the <i>Kankarbagh</i> Sewerage Network Facilities during the O&amp;M Period, which will be calculated in accordance with the Digha-<i>Kankarbagh</i> Project Agreement.</p> <p>For the purpose of evaluation of Bids, the '<b><i>Kankarbagh</i> Power Charges</b>' means the cost of power (for operation and maintenance of the <i>Kankarbagh</i> STP Facilities and/or the <i>Kankarbagh</i> Sewerage Network Facilities, as the context may require) for each Bidder determined in accordance with the formula set out in the Bid Price Sheet.</p>
<b><i>Kankarbagh</i> Sewerage Network Design Build Cost</b>	means the total cost estimate quoted by the Bidder for Survey, Reviewing the Designs, Redesigning where necessary, construction, testing, commissioning of the <i>Kankarbagh Sewerage Network Facilities</i> (including pumping stations), which must include Taxes and all other pre-operative expenses in relation to the <i>Kankarbagh Sewerage Network Facilities</i> , if any.
<b><i>Kankarbagh</i> Sewerage Network Facilities</b>	means collectively, the <i>Kankarbagh</i> Network and <i>Kankarbagh</i> Associate Infrastructure, required to be set up by the Concessionaire, as described in greater detail in the Scope of Work and Technical Specifications
<b><i>Kankarbagh</i> Sewerage Network O&amp;M Charges</b>	<p>means the amount required by a Bidder (including all Taxes) to operate and maintain the <i>Kankarbagh Sewerage Network Facilities</i> during the O&amp;M Period.</p> <p>The <i>Kankarbagh</i> Network O&amp;M Charges for the first quarter after the OSD will be determined on the basis of the O&amp;M Charges quoted by the Bidder for the first month from the OSD, in its Financial Proposal, which amount shall be adjusted to account for inflation, in accordance with the Conditions of Contract.</p>
<b><i>Kankarbagh</i> Sewerage Network Site</b>	means the location for the <i>Kankarbagh</i> Sewerage Network Facilities as mentioned in the Bid Data Sheet
<b><i>Kankarbagh</i> Site</b>	means the <i>Kankarbagh</i> STP Site or <i>Kankarbagh</i> Sewerage Network Site, as the context may require
<b><i>Kankarbagh</i> STP</b>	means the STP of 50 MLD to be set up at the <i>Kankarbagh</i> Site as part of the Project.
<b><i>Kankarbagh</i> STP</b>	means the amount to be specified in the Concession

<b><i>Completion Cost</i></b>	Agreement as per Clause 9.2, which is computed for evaluating the reimbursement of 60% of the <i>Kankarbagh</i> STP Bid Project Cost, as adjusted to account for inflation in accordance with the Concession Agreement.
<b><i>Kankarbagh</i> STP Facilities</b>	means collectively, the <i>Kankarbagh</i> STP, the online monitoring system, the on-site testing laboratory STP Facilities, the temporary storage facility for the digested sludge and such other STP Facilities associated with the <i>Kankarbagh</i> STP, required to be set up by the Concessionaire, as described in greater detail in the Scope of Work and Technical Specifications.
<b><i>Kankarbagh</i> STP Guaranteed Energy Consumption</b>	means the maximum number of units of power quoted by a Bidder in its Financial Proposal, which it expects the Concessionaire to consume during the O&M Period, to operate and maintain the <i>Kankarbagh</i> STP Facilities, excluding <i>Kankarbagh</i> I&D Works (at varying volumes and BOD of sewage).
<b><i>Kankarbagh</i> STP Land Requirement</b>	means the area required by the Selected Bidder at the <i>Kankarbagh</i> Site to construct, operate and maintain the <i>Kankarbagh</i> STP Facilities (excluding the <i>Kankarbagh</i> I&D Works ).
<b><i>Kankarbagh</i> STP Payment Milestones</b>	means the 5 (five) milestones listed in the Concession Agreement for release of 40% of the <i>Kankarbagh</i> Bid Project Cost (as adjusted to account for inflation in accordance with the Concession Agreement) to the Concessionaire.
<b><i>Kankarbagh</i> STP Performance Security</b>	means a performance security that must be submitted by the Selected Bidder or the Concessionaire to BUIDCO on or before execution of the Concession Agreement to secure the obligations of the Concessionaire in relation to the <i>Kankarbagh</i> STP Facilities during the Construction Period in accordance with Clause 16 of this RfP.
<b><i>Kankarbagh</i> STP Site</b>	means the location for the <i>Kankarbagh</i> STP Facilities, admeasuring 2.9 Hectares in <i>Kankarbagh, Patna, Bihar</i> as set out in more detail in the Information Memorandum provided in Annexure 12 of the RFP



<b>Kankarbagh Supporting Infrastructure</b>	means the supporting infrastructure facilities required for the operation of the <i>Kankarbagh</i> STP Facilities and Sewerage Network Facilities, which will be provided, operated and maintained by the BUIDCO during the term of the Concession Agreement and Conditions of Contract.
<b>Land Price</b>	means the <i>Digha</i> Land Price or the <i>Kankarbagh</i> Land Price, as the context may require.
<b>Land Rate</b>	means the <i>Digha</i> Land Rate or the <i>Kankarbagh</i> Land Rate, as the context may require.
<b>Land Requirement</b>	means the <i>Digha</i> Land Requirement or the <i>Kankarbagh</i> Land Requirement, as the context may require.
<b>Lead Member</b>	means the Member nominated by the Members of the Selected Bidder to act as the lead member.
<b>LOA</b>	means the letter of award that will be issued by BUIDCO to the Selected Bidder in accordance with Clause 30 of this RfP.
<b>Member</b>	means a member of a Consortium.
<b>MLD</b>	means million litres per day.
<b>MoWR</b>	means the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India.
<b>Net Worth</b>	means the net worth of a Bidder, which shall be determined as follows, in case of a: <p>(a) <b>Company, means</b></p> <p>(i) subscribed and paid up equity share capital; and</p> <p>(ii) reserves</p> <p>LESS</p> <p>(iii) revaluation reserves;</p> <p>(iv) miscellaneous expenditure not written</p>

	<p>off;</p> <p>(v) reserves not available for distribution to equity shareholders; and</p> <p>(vi) aggregate value of accumulated losses.</p> <p>(b) <b>trust or society</b>, means the sum of available corpus and reserves;</p> <p>(c) <b>partnership firm</b>, means the sum of the partners' capital account and undistributed profits;</p> <p>(d) <b>limited liability partnership</b>, means the sum of partners' capital account and undistributed profits as per the 'Statement of Account' prepared as per Limited Liability Partnership Rules, 2009;</p> <p>(e) <b>sole proprietorship</b>, means the value of all assets minus liabilities of the proprietorship but does not include the personal assets or liabilities of the sole proprietor; and</p> <p>(f) <b>individual</b>, means the sum of the value of all unencumbered assets owned by the individual minus the sum of the value of all liabilities of the individual.</p>
<b>Network Effective Date</b>	means 30 days from the Appointed Date, in accordance with the Conditions of Contract.
<b>NMCG</b>	means the National Mission for Clean Ganga, a statutory body constituted under the Environment (Protection) Act, 1986.
<b>O&amp;M</b>	means operation and maintenance.
<b>O&amp;M Period</b>	<p>For STP Facilities, means the period from the COD of STP Facility till the End of Concession, during which the Concessionaire is required to operate and maintain the STP Facilities</p> <p>For Sewerage Network Facilities, means the period from the OSD of Digha or Kankarbagh Sewerage Network Facility, as the context may require till the End of Concession, during which the Concessionaire is required to operate and maintain the Sewerage</p>

	Network Facilities.
<b>Operations Starting Date or OSD</b>	means the date after issue of Operations Acceptance Certificate, upon successful construction completion and, testing and commissioning of the Sewerage Network Facilities. means either the Digha Operations Starting Date or Kankarbagh Operations Starting Date, as the context may require. For the Sewerage Network Facilities, O&M will commence from the Operations Starting date.
<b>Patna STPs</b>	means collectively, the <i>Digha</i> STP and the <i>Kankarbagh</i> STP.
<b>Payment Milestones</b>	means the <i>Digha</i> Payment Milestones or the <i>Kankarbagh</i> Payment Milestones, and <b>Payment Milestone</b> shall mean any one of them, as the context may require.
<b>Performance Security</b>	means the <i>Digha</i> STP Performance Security, or the <i>Digha</i> Network Performance Security or the <i>Kankarbagh</i> STP Performance Security or the <i>Kankarbagh</i> Network Performance Security, as the context may require, and the term ' <b>Performance Securities</b> ' shall mean collectively, the <i>Digha</i> Performance Security and the <i>Kankarbagh</i> Performance Security.
<b>Person</b>	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
<b>Power Charges</b>	means the <i>Digha</i> Power Charges and/or the <i>Kankarbagh</i> Power Charges, as the context may require.
<b>Power Unit Rate</b>	means the cost per unit of power drawn from the grid including capacity charges, fuel surcharge, duties, other charges and taxes as applicable (through the relevant distribution licensee for the Site), which for the purpose of evaluation of the Financial Proposals is INR 6.50 per kWh. For the purpose of reimbursement of Power Charges to the Concessionaire during the O&M Period, the Concessionaire will be paid on the basis of the then prevailing cost per unit of power

	charged by the relevant distribution licensee including capacity charges, fuel surcharge, duties, other charges and taxes as applicable and/or the cost of fuel for any power consumed from any diesel generator back-up sets, installed by the Concessionaire.
<b>PPP</b>	means public private partnership.
<b>Pre-Bid Meeting</b>	means the meeting to be held in accordance with Clause 8.2.
<b>Preferred Bidder</b>	means the Bidder which: (a) meets the Qualification Criteria and the Eligibility Criteria; and (b) quotes the lowest Bid Price.
<b>Project</b>	means design, develop, finance, construct, operate and maintain the STP Facilities on the Site and design, develop, build, operate and maintain the Sewerage Network Facilities on the Sewerage Network Site, and after the expiry of the Term, transfer the STP Facilities and the Sewerage Facilities to BUIDCO, in accordance with the Digha-Kankarbagh Project Agreement.
<b>Project Engineer</b>	means the engineering firm appointed by NMCG for the Project, in accordance with the Digha-Kankarbagh Project Agreement.
<b>Proposed Technology</b>	means the proven technology(ies) proposed to be used by the Concessionaire to develop the Digha and Kankarbagh STPs, as specified by the Concessionaire in its Designs and Drawings. The proposed technology for each STP must meet the Qualification Criteria set out in Clause 4 of this RFP
<b>Qualification Criteria</b>	means the qualification criteria set out in Clause 4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
<b>Qualification Proposal</b>	means the proposal to be submitted by each Bidder to demonstrate that it meets the Eligibility Criteria and the Qualification Criteria as set out in Clause 3 and Clause 4.
<b>RFP</b>	means this request for proposal dated [mentioned date] (as amended) along with draft Digha-Kankarbagh Project Agreement, its Schedules and Annexures and includes any Addenda, if issued.
<b>Rupee or INR</b>	means Indian Rupees, the lawful currency of India.
<b>Schedule</b>	means a schedule of this RFP or Digha-Kankarbagh Project Agreement.

<b>Scheduled Bank</b>	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
<b>Scheduled STP Construction Completion Date</b>	means the date which is 21 months from the respective Effective Date or the date defined under the Clause 7.3 whichever is earlier with reference to the Digha STP Facilities, and the Kankarbagh STP Facilities
<b>Scope of Work</b>	means the scope of work as set out in Clause 2 of the Digha-Kankarbagh Project Agreement.
<b>Second Preferred Bidder</b>	means the Bidder who: (a) meets the Qualification Criteria and the Eligibility Criteria; and (b) quotes the second lowest Bid Price.
<b>Section</b>	means a section of this RFP.
<b>Selected Bidder</b>	means the eligible Bidder selected by BUIDCO for award of the Project.
<b>Sewerage Network Facilities</b>	means the <i>Digha Sewerage Network Facilities</i> and/or the <i>Kankarbagh Sewerage Network Facilities</i> , as the context may require, and the term <b>Sewerage Network Facility</b> shall be construed accordingly.
<b>Sewerage Network O&amp;M Charges</b>	means Kankarbagh Network O&M Charges or Digha Network O&M Charges as the context may require.
<b>Site</b>	means collectively, the <i>Digha Site</i> and the <i>Kankarbagh Site</i> .
<b>SPV or Special Purpose Vehicle</b>	means a company incorporated under the Companies Act by the Selected Bidder to carry out the obligations of the Concessionaire under the Digha-Kankarbagh Project Agreement.
<b>STP</b>	means a sewage treatment plant.
<b>STP Effective Date</b>	means the date on which all the Conditions Precedent have been satisfied by <i>BUIDCO</i> , NMCG, and the Concessionaire in accordance with the Concession Agreement.
<b>STP Facilities</b>	means the <i>Digha STP Facilities</i> and/or the <i>Kankarbagh STP Facilities</i> , as the context may require, and the term <b>Facility</b> shall be construed accordingly.
<b>STP O&amp;M Charges</b>	means the Digha STP O&M Charges and/or

	Kankarbagh STP O&M Charges, as the context may require
<b>Supporting Infrastructure</b>	means the Digha STP Supporting Infrastructure and/or Kankarbagh Supporting Infrastructure, as the context may require
<b>Taxes</b>	means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, goods and services tax, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Concessionaire.
<b>Technical Capacity</b>	means the technical capacity and experience of a Bidder, as determined in accordance with Clause 4.1.
<b>Technical Specifications</b>	means the technical specifications for design, construction, operation and maintenance of the STP Facilities, which the Concessionaire and/or its subcontractors must comply with, as set out in the Concession Agreement.
<b>Trial Operations</b>	means the operation of the STP Facilities on a trial basis as set out in Article 7 of the Concession Agreement.

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## SECTION I: INTRODUCTION

### 1. BACKGROUND

- 1.1 The GoI, recognizing that long-term rejuvenation of the river Ganga will have significant social and economic benefits on the lives of the 500 million people living along its basin, has identified cleaning of the river Ganga as one of its priorities. For this purpose, in May 2015, the GoI approved the flagship Namami Gange programme for cleaning, rejuvenation, and protection of the river Ganga. In January 2016, the GoI approved a hybrid annuity model to implement STP projects under the Namami Gange programme on a PPP basis.
- 1.2 Subsequently, the MoWR issued the River Ganga (Rejuvenation, Protection and Management) Authorities Order, 2016 (**Ganga 2016 Order**) to constitute various authorities to assist the GoI in achieving its aim of effective abatement of pollution in the river Ganga. The Ganga 2016 Order applies to all states in the catchment of the river Ganga basin.. The Ganga 2016 Order revised the legal status of NMCG (which was initially constituted as a registered society under the Societies Registration Act, 1860) to an authority constituted under the Environment (Protection) Act, 1986 and designated NMCG as the nodal agency for the implementation of the Ganga 2016 Order.
- 1.3 The Government of India has received loan (Loan number: IBRD- 8065-IN) and credit (Credit number: IDA – 4955-IN) (hereafter jointly or separately called “loan”) from the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA) (hereafter interchangeably called “the Bank”) of the U.S. dollar amount **one Billion under** the National Ganga River Basin Project (NGRBP). The loan will be used in various currencies toward the cost of multiple projects including the Project for “**Development of (i) Sewage Treatment Plant (100 MLD) and Sewerage Network (303 km) in Digha zone, Patna, Bihar and (ii) Sewage Treatment Plant (50 MLD) and Sewerage Network (150 km) in Kankarbagh zone, Patna, Bihar**”. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this RFP is issued.
- 1.4 BUIDCO, in association with NMCG, has decided to undertake the development of two STPs, one with a proposed capacity of 100 MLD at Digha and the second with a proposed capacity of 50 MLD at Kankarbagh on PPP basis, through a hybrid annuity model. The project also includes the development of sewerage network of 303 km at Digha and 150 km in Kankarbagh on DBOT basis. While BUIDCO will be the principal executing agency and bidding authority for the Project, NMCG will be responsible for making payments to the Concessionaire.
- 1.5 The objectives that NMCG and BUIDCO wish to achieve through the Project are

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to:

- a) intercept raw sewage flowing into the river Ganga and divert the raw sewage to the Patna STPs;
- b) treat raw sewage at the Patna STPs;
- c) collect raw sewage from the property chamber near households, by an underground sewer network and divert them to Patna STPs directly for treatment;
- d) implement viable technologies and international best practices for development, operation and maintenance of the Patna STPs, Patna Network and other Facilities; and
- e) demonstrate private sector participation and mobilization of private sector investment to further the national aim of rejuvenation of the river Ganga

1.6 The main features of the Project are set out below across two broad categories, namely STP Facilities and Sewerage Network Facilities:

**STP Facilities:**

- (a) *BUIDCO* will provide such part of the Site as required by the Concessionaire to develop the STP Facilities and implement the Project based on the Land Requirement quoted by the Selected Bidder, free of all encumbrances and encroachments, and along with all necessary rights of way.
- (b) *BUIDCO* will provide, operate and maintain the Supporting Infrastructure for the *Patna* STPs, to enable the Concessionaire to operate the *Patna* STPs in accordance with the Concession Agreement.
- (c) NMCG will appoint a Project Engineer to assist *BUIDCO* in supervising the construction, operation and maintenance of the STP Facilities and Sewerage Network Facilities. The Project Engineer shall support *BUIDCO* in monitoring compliance with the Key Performance Indicators specified in the Digha-Kankarbagh Project Agreement. NMCG will solely bear the costs of the Project Engineer.
- (d) The Concessionaire will be required to design, finance, construct and complete the STP Facilities on or prior to the Scheduled STP Construction Completion Date, in accordance with the Concession Agreement.
- (e) In order to meet its power consumption requirements for the *Digha* STP Facilities, the Concessionaire may construct and operate a biogas power plant at the *Digha* Site, to utilise the biogas generated from the treatment of raw sewage at the *Digha* STP to produce clean energy. The Concessionaire may also set up a rooftop solar project at any of the STP Sites to meet its power consumption requirements.
- (f) On and from the COD and until the expiry of the O&M Period, the Concessionaire will be required to operate and maintain the STP Facilities



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in accordance with the Concession Agreement, such that the STP Facilities meet the key performance indicators specified in the Concession Agreement.

- (g) The Concessionaire shall operate the STP Facilities at its risk for the term of the Concession Agreement.
- (h) Upon the expiry of the O&M Period, the STP Facilities and any power plant set up by the Concessionaire, will be transferred to BUIDCO after the rectification of any defects or deficiencies, in accordance with the Concession Agreement.
- (i) The construction and O&M of the STP Facilities must be in accordance with Applicable Laws, Applicable Permits and other requirements specified in the Concession Agreement.
- (j) 40% of the Bid Project Cost will be reimbursed to the Concessionaire during the Construction Period, which will be linked to completion and certification of the works corresponding to specified Payment Milestones (refer Article 9 of Concession Agreement)
- (k) From the COD, the Capex Annuity (along with interest) and the O&M Charges will be paid on a quarterly basis to the Concessionaire. Additionally, the Concessionaire will also be reimbursed on a quarterly basis for the Power Charges at actuals (subject to a cap of the STP Guaranteed Energy Consumption for the relevant STP Facility). If the Concessionaire consumes more power for O&M of a Facility than the Guaranteed Energy Consumption for such Facility in any given quarter, it will be liable to pay damages to BUIDCO in accordance with the Concession Agreement. (Article 9 of Concession Agreement)
- (l) The NMCG will set up a revolving escrow account for the Project, and all Payment Milestone (refer linked construction payments, Capex Annuities (along with interest), O&M Charges, and the Power Charges will be paid to the Concessionaire through this Escrow Account. From the Effective Date and until the Construction Completion Date, NMCG will ensure that the Escrow Account is funded with an amount equivalent to the construction payments due to the Concessionaire for the next 2 *Digha* Payment Milestones and the next 2 *Kankarbagh* Payment Milestones. From the COD and at all times thereafter until the expiry or termination of the Concession Agreement, NMCG shall keep the Escrow Account funded with the Capex Annuities (along with interest), the O&M Charges and the estimated Power Charges (based on the Guaranteed Energy Consumption) for the *Digha* STP Facilities and the *Kankarbagh* STP Facilities for the subsequent 2 years.

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- (m) Subject to early termination, the Concession Agreement shall be valid until the expiry of the O&M Period.

**Sewerage Network Facilities**

- (a) *BUIDCO* shall make available the right of way for the Sewerage Network and the land area allocated for setting up the Sewage Pumping Station and all appurtenant structures as indicated in the Bid Data Sheet.
- (b) *BUIDCO* shall make available all the designs and drawings pertaining to the proposed Sewerage Network including alignment, peripheral land.
- (c) The Concessionaire's scope of work shall include survey, review the designs, redesign where necessary and build the Sewerage Network including Sewage Pumping Station of length and capacity respectively indicated in the Bid Data Sheet and all allied infrastructure and operate and maintain the new Sewerage Network upto the end of the O&M Period after successful commissioning and testing of the Sewerage Network at the place and state indicated in the Bid Data Sheet.
- (d) The Selected Bidder shall conduct field survey, review the available designs, redesign where necessary the Sewerage Network based on the survey, ensuring that the design standards and the performance standards as specified in the Conditions of Contract are satisfied along with other conditions as may be applicable as per the law.
- (e) If the Selected Bidder redesigns where necessary, it shall obtain *BUIDCO*'s approval of the redesigned component and work shall be carried out as per the revised approved design. Payments will be made for the actual quantities as per rates quoted by the Bidder and incorporated in the Contract. Rates for items not found in the original BOQ or variations in quantities from the original BOQ will be regulated as per provisions of Conditions of Contract.
- (f) On and from the Operations Starting Date and until the expiry of the O&M Period, the Concessionaire will be required to operate and maintain the Network Facilities in accordance with the Conditions of Contract.
- (g) Upon the expiry of the O&M Period, the Sewerage Network Facilities will be transferred to *BUIDCO* after the rectification of any defects or deficiencies, in accordance with the Conditions of Contract.
- (h) The construction and O&M of the Sewerage Network Facilities must be in accordance with Applicable Laws, Applicable Permits and other requirements specified in the Conditions of Contract.

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- (i) The Concessionaire shall operate the Sewerage Network Facilities at its risk for the term of the Conditions of Contract.
  - (j) From the Operations Starting Date, the Sewerage Network O&M Charges will be paid on a quarterly basis to the Concessionaire. Additionally, the Concessionaire will also be reimbursed on a quarterly basis for the Power Charges at actuals as per Conditions of Contract (subject to a cap of the Power Charges based on the Guaranteed Energy Consumption for the Facility).
  - (k) During the Design Build Period for the Sewerage Network Facilities, NMCG will ensure that the Escrow Account is funded with an amount equivalent to the subsequent two instalments of the Sewerage Network Facilities. From the Operations Starting Date, NMCG shall keep the Escrow Account funded with the O&M Charges and the estimated Power Charges (based on the Guaranteed Energy Consumption) for the *Digha* Sewerage Network Facilities and the *Kankarbagh* Sewerage Network Facilities for the subsequent 2 instalments.
  - (l) Subject to early termination, the Digha-Kankarbagh Project Agreement shall be valid until the expiry of the O&M Period.
- 1.7 *BUIDCO* is now inviting interested natural persons, Companies, other private entities and State-owned entities to submit Bids to implement the Project.
- 1.8 The bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits & Grants, January 2011, revised July 2014 (Guidelines)* and is open to all Bidders from eligible source countries as defined in the Guidelines.
- 1.9 This RFP follows the General Procurement Notice for National Ganga River Basin Project (NGRBP) that was published on United Nations Development Business online on March 30, 2011 and updated on January 31, 2014.
- 1.10 The Selected Bidder is required to incorporate a Special Purpose Vehicle to implement the Project and such Special Purpose Vehicle will be required to execute the Digha-Kankarbagh Project Agreement with BUIDCO and NMCG in the format attached to this RFP.
- 1.11 The statements and explanations contained in this RFP are intended to provide the Bidders with an understanding of this RFP and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:

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- (a) the scope of the rights and obligations of the Concessionaire, which will be set out definitively in the Digha-Kankarbagh Project Agreement; or
  - (b) BUIDCO's right to alter, amend, change, supplement or clarify the rights and obligations of the Concessionaire or the terms and conditions that will be set out in the Digha-Kankarbagh Project Agreement, in accordance with this RFP.

Consequently, any omissions, conflicts or contradictions between this RFP and the Digha-Kankarbagh Project Agreement are to be noted, interpreted and applied appropriately to give effect to this intent. NMCG and BUIDCO will not entertain any claims on account of such omissions, conflicts or contradictions.

## **2. BRIEF DESCRIPTION OF THE BID PROCESS**

- 2.1 *BUIDCO* has adopted a single-stage Bid Process for declaration of the Selected Bidder for award of the Project, which is divided into 2 sub-stages.
- 2.2 A complete set of bidding documents will be available on BUIDCO website indicated in the Bid Data Sheet from date indicated in Bid Data Sheet. The Bidders who are interested to participate in the bidding process can download the bid documents from the website. The RFP will appear on the e-Procurement Portal in the “Unapplied Tenders” section and will be available only until the specified time on the Bid Due Date. BUIDCO is not responsible for the completeness of the RFP, if it is not downloaded directly from the e-Procurement Portal complete with Addenda, if issued and uploaded on the e-Procurement Portal by the bid inviting authority.
- 2.3 Each Bidder is required to submit a single Bid, which should consist of 2 parts: (a) the Qualification Proposal; and (b) the Financial Proposal.

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## 2.4 Evaluation stages

The evaluation of the Bids will be carried out in 2 sub-stages:

- (a) The first sub-stage will involve qualification of the Bidders based on the evaluation of their Qualification Proposals to determine compliance with the Eligibility Criteria and the Qualification Criteria in accordance with Clauses 3 and 4. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Criteria will be qualified for the next sub-stage.
- (b) The second sub-stage will involve evaluation of the Financial Proposals of those Bidders whose Qualification Proposals meet the requirements set out in Clauses 3 and 4, to identify the Selected Bidder for the Project.

## 2.5 Bid parameter

Each Bidder will be required to quote in the Bid Price Summary, separately for the *Digha* STP Facilities and Sewerage Network Facilities, and the *Kankarbagh* STP Facilities and Sewerage Network Facilities, the following components:

### A. Part I: STP facilities

#### 1 For the STP Facilities excluding I&D Works

(a) the Bid Project Cost (including all Taxes), (b) the O&M Charges for the first month after COD (including all Taxes), (c) the STP Guaranteed Energy Consumption for the O&M Period, and (d) the Land Requirement;

#### 2 For the I&D Works (a) the Bid Project Cost (including all Taxes), (b) the O&M Charges for the first month after COD of that location (including all Taxes), (c) the I&D Guaranteed Energy Consumption;

### B. Part II: Sewerage Network Facilities (a) the Sewerage Network Design Build Cost (including all Taxes), (b) the Sewerage Network O&M Charges (c) the Network Guaranteed Energy Consumption for the O&M Period).

The cost details of the Sewerage Network Facilities will be taken as inputs from the 'Digha Network Summary' or the 'Digha Network Details', and 'Kankarbagh Network Summary' or 'Kankarbagh Network Details'.

The Bidders are encouraged to attend the Pre-Bid Meeting on the date defined in the Bid Data Sheet. During the Pre-Bid Meeting, BUIDCO / NMCG / its' advisors will illustrate the calculations in the Bid Price Sheet.

### 2.5.1 Bid Project Cost

#### A) For the STP Facilities excluding I&D Works

The Bidder will be required to quote in its Bid Price Sheet the total Bid Project Cost required for the construction of the STP facilities.

#### B) For the I&D Works

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(i) Digha I&D Works:

In the Bid Price Sheet, the Bidder will be required to choose an option for I&D works and accordingly quote the Bid Project Cost for construction of the I&D Works.

Digha I&D Option 1-

The Bidder shall note that for Digha I&D Works, one of the pumping station required for Digha I&D Works (SPS B) alongwith the associated rising main shall aid Digha I&D Works but shall be built as part of the Digha Sewerage Network Facilities (see Annexure 12 - Project Information Memorandum). For clarification purposes, the construction cost of SPS B and the associated rising main should be included in the Digha Design Build cost only

Digha I&D Option 2-

The Bidder shall note that for Digha I&D Works, both pumping stations (SPS A and SPS B), trunk sewers and rising mains shall be built as part of the Digha Sewerage Network Facilities (see Annexure 12 - Project Information Memorandum). For clarification purposes, the construction cost of SPS A, SPS B, trunk sewers and rising mains should be included in the Digha Design Build cost only.

It may be noted that Digha I&D Option 1 and Digha I&D Option 2 are mutually exclusive and the bidder is required to quote for only one of the options.

(ii) Kankarbagh I&D Works:

The Bidder shall note that for Kankarbagh I&D Works, the pumping station (SPS B) required for Kankarbagh I&D Works shall be built as part of the Kankarbagh Sewerage Network Facilities (see Annexure 12 - Project Information Memorandum). For clarification purposes, the construction cost of SPS B should be included in the Kankarbagh Design Build cost only.

Any difference in price arising from the selection of Digha I&D Work Option 2 due to change in the components of Digha Sewerage Network Facilities may be included in Bid Project Cost for Digha I&D Works.

#### **2.5.2 O&M Charges for the first month after COD**

##### **A) For the STP Facilities excluding I&D Works**

For the purposes of calculation of the 'STP O&M Charges' of the *Digha/Kankarbagh* STP facilities excluding the respective I&D Works, the Bidder will be required to quote in its Bid Price Sheet, the O&M charges of the first month required for the O&M of the STP facilities. These monthly payments will be multiplied with the indicative O&M period of 180 months to compute the O&M cost over the concession period.

##### **B) For the I&D Works**

For the purposes of calculation of the 'I&D O&M Charges' of the

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*Digha/Kankarbagh I&D Works*, the Bidder will be required to quote in its Bid Price Sheet, the O&M charges of the first month required for the O&M of the I&D Works. These monthly payments will be multiplied with the O&M period indicated in the Bid Price Sheet to compute the I&D O&M Charges. The Bidder shall note that for the I&D Works, the following sewerage network components shall have to be made operational by COD to aid the I&D Works and after the relevant Operations Starting Date, these sewerage network components shall be operated and maintained as part of the respective Sewerage Network Facilities:

- (i) *Digha I & D Works:*
  - Digha I&D Option 1-  
SPS B of Digha Sewerage Network Facilities and associated rising main.
  - Digha I&D Option 2-  
SPS A of Digha Sewerage Network Facilities alongwith associated trunk sewer and rising main.
  - SPS B of Digha Sewerage Network Facilities alongwith associated rising main.
- (ii) *Kankarbagh I&D Works*
  - SPS B of Kankarbagh Sewerage Network Facilities and associated rising main till the STP.

Post the relevant Operations Starting Date, payments for these components shall be made in accordance with the quote provided by the Bidder as part of the 'Digha Network Details' and 'Kankarbagh Network Details'.

### **2.5.3 STP Guaranteed Energy Consumption for the O&M Period**

For the purposes of calculation of the 'STP Guaranteed Energy Consumption' of the *Digha* STP Facilities, each Bidder will be required to quote in its Bid Price Sheet the maximum number of units of power (in kWh) per MLD which it expects the Concessionaire to consume to treat the varying volumes (expressed in MLD) and BOD of sewage, as specified in the format of the Bid Price Sheet for the *Digha* STP Facilities. Based on the number of units of power per MLD quoted by a Bidder for the varying volumes and BOD of sewage, the average number of units (in kWh) that the Concessionaire is expected to consume per MLD of sewage treated at the *Digha* STP will be calculated as per the formula specified in the Bid Price Sheet (such averages termed as the ***Digha Average Guaranteed Energy Consumption***) which will be used to compute ***Digha STP Power Charges*** for the concession period.

For the purposes of calculation of the 'STP Guaranteed Energy Consumption' of the *Kankarbagh* STP Facilities, each Bidder will be required to quote in its Bid Price Sheet the maximum number of units of power (in kWh) per MLD which it expects the Concessionaire to consume to treat the varying volumes (expressed in MLD) and BOD of sewage, as specified in the format of the Bid Price Sheet for the *Kankarbagh* STP Facilities. Based on the number of units of power per MLD quoted by a Bidder for the varying volumes and BOD of sewage, the average number of units (in kWh) that the Concessionaire is expected to consume per MLD

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of sewage treated at the *Kankarbagh* STP will be calculated as per the formula specified in the Bid Price Sheet (such averages termed as the ***Kankarbagh Average Guaranteed Energy Consumption***) which will be used to compute ***Kankarbagh STP Power Charges*** for the concession period.

#### **2.5.4 I&D Guaranteed Energy Consumption**

For the purposes of calculation of the ‘Digha I&D Guaranteed Energy Consumption’ Bidder shall quote the maximum number of units of power (in kWh) per MLD which it expects the Concessionaire to consume for the Operation and Maintenance of the Digha I&D works during the O&M Period. For the purposes of Bid evaluation, this will be multiplied with estimated flow over the period of 2 years as indicated in the Bid Price Sheet to determine the Digha I&D Guaranteed Energy Consumption. For the sewerage network components to be used for I&D Works but built as part of the Sewerage Network Facilities, the relevant Guaranteed Energy Consumption is computed only for the period from COD till OSD of Digha Sewerage Network Facilities.

For the purposes of calculation of the ‘Kankarbagh I&D Guaranteed Energy Consumption’ Bidder shall quote the maximum number of units of power (in kWh) per MLD which it expects the Concessionaire to consume for the Operation and Maintenance of the Kankarbagh I&D works. For the purposes of bid evaluation, this will be multiplied with an estimated flow, over the period of 4 months as indicated in the Bid Price Sheet to determine the Kankarbagh I&D Guaranteed Energy Consumption. As the pumping station to be used for I&D Works is built as part of the Sewerage Network Facilities, the Kankarbagh I&D Guaranteed Energy Consumption is computed only for the period from COD till OSD of Kankarbagh Sewerage Network Facilities.

#### **2.5.5 Land requirement**

Bidder shall carefully quote the Land Requirement (for the STP Facilities) in the Financial Proposal. No additional Land shall be ordinarily allocated to the Concessionaire beyond the quoted Land in the Financial Proposal for the Construction of the Project. However under unavoidable circumstances and in the interest of the Project, BUIDCO based on availability, may consider to allocate additional land for the construction of the Project upon the request of the Concessionaire and such allocation shall be subject to the payment of a sum equivalent to one hundred and fifty percentage of the Land Rate, for each additional acres of Land and part thereof. If the additional land requirement changes position of the Selected Bidder/Concessionaire vis a vis the Second Preferred Bidder, then the Concessionaire shall pay to BUIDCO, a sum of equivalent to (a) one hundred and fifty percentage of the Land Rate for each additional acres of Land and part thereof; OR (b) the difference between Bid Price of Second Preferred Bidder and the revised Bid Price of the Selected Bidder; whichever is higher.



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### 2.5.6 Sewerage Network Design Build Cost

The Bidder will be required to quote in its Bid Price Sheet the total Design Build Cost required for the Sewerage Network facilities in Digha (including the sub-region in Digha comprising Patliputra Colony and surrounding area admeasuring 2 km<sup>2</sup>) as per item rate format provided in the Bid Price Sheet.

The Bidder will be required to quote in its Bid Price Sheet the total Design Build Cost required for the Sewerage Network facilities in Kankarbagh.

### 2.5.7 Network O&M Charges after COD

Network O&M Charges after COD shall include O&M costs of Associate Infrastructure Facilities and Network Infrastructure Facilities comprising skilled and unskilled manpower, establishment costs, replacements, routine maintenance and periodic maintenance of the Sewerage Network and Sewage Pumping Stations (other than power charges) including T& P charged & spares, Manpower, Cost of civil works, repair & maintenance including preventive maintenance, Cost of operating jetting cum suction machine including silt disposal and any other cost. (EMP in Annex 1 of DBSS of Conditions of Contract).

The Bidder will be required to quote in its Bid Price Sheet the monthly O&M charge for *Digha* Sewerage Network facilities which will be multiplied with the indicative O&M period of 176 months to calculate the O&M cost over the concession period.

The Bidder will be required to quote in its Bid Price Sheet the monthly O&M charge for *Kankarbagh* Sewerage Network facilities which will be multiplied with the indicative O&M period of 176 months to calculate the O&M cost over the concession period.

### 2.5.8 Guaranteed Energy Consumption for the O&M Period of Sewerage Network Facilities

For the purposes of calculation of the 'Network Guaranteed Energy Consumption' of the *Digha Sewerage Network Facilities*, each Bidder will be required to quote in the Digha Network Details, separately for each of the SPS facilities in *Digha* Sewerage Network, the maximum number of units of power (in kWh) per MLD which it expects the Concessionaire to consume to manage the varying volumes (expressed in MLD) of sewage, as specified in the format of the Bid Price Sheet for the *Digha Sewerage Network Facilities*. Based on the number of units of power per MLD quoted by a Bidder, the annual energy consumed for the 2 pumping stations shall be determined and added as indicated in the Bid Price Sheet.

For the purposes of calculation of the 'Network Guaranteed Energy Consumption' of the *Kankarbagh Sewerage Network Facilities*, each Bidder will be required to quote in the Kankarbagh Network Details, separately for each of the SPS facilities in *Kankarbagh* Sewerage Network, the maximum number of units of power (in

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kWh) per MLD which it expects the Concessionaire to consume to manage the varying volumes (expressed in MLD) of sewage, as specified in the format of the Bid Price Sheet for the *Kankarbagh Sewerage Network Facilities*. Based on the number of units of power per MLD quoted by a Bidder, the annual energy consumed for the 2 pumping stations shall be determined and added as indicated in the Bid Price Sheet.

#### **2.5.8 Bid Price**

Based on the above components quoted by the Bidders in the Bid Price Sheet for the STP Facilities and Sewerage Network Facilities, the Bid Price will be calculated as indicated in the Bid Price Sheet.

The only criterion for evaluation and comparison of Financial Proposals will be the Bid Price.

### **2.6 Currency of the Bids**

#### **STP Facilities**

The Bidder shall quote the Bid Project Cost in Indian Rupees only. However, for any inputs required by the Bidder from outside India during the Construction Period, the Bidder may specify in its Financial Proposal the percentage of the Bid Project Cost that it would want to receive in a foreign currency. Payments for such inputs required from outside India may be quoted in up to 3 foreign currencies using RBI selling (exchange) rate prevailing 28 days prior to the Bid Due Date. It is clarified that the aggregate construction payments due to the Concessionaire during the Construction Period shall not exceed 40% of the Bid Project Cost, as quoted by the Selected Bidder in Rupees and adjusted for inflation under the Digha-Kankarbagh Project Agreement, on account of a percentage of the Bid Project Cost being paid to the Concessionaire in foreign currencies. In the Bid Price Sheet, the Bidder shall specify the RBI selling (exchange) rate prevailing 28 days prior to the Bid Due Date for each such foreign currency.

#### **Sewerage Network Facilities**

The Bidder shall quote their Sewerage Network Design Build Cost in Rupees only, as under:

- a. For those inputs to the works and the Sewerage Network that the Bidder expects to supply from within India in Indian Rupees; and
- b. For those inputs to the works and the Sewerage Network that the Bidder expects to supply from outside India in up to any three foreign currencies, to be converted to Rupees using RBI selling (exchange) rate prevailing 28 days prior to the Bid Due Date. In the Bid Price Sheet, the Bidder shall specify the RBI selling (exchange) rate prevailing 28 days prior to the Bid Due Date for each such foreign currency.

- 2.7 Subject to Clause 7.1(e), the Preferred Bidder shall be the one which: (a) meets the

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Qualification Criteria and the Eligibility Criteria; and (b) quotes the lowest Bid Price. Generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then BUIDCO may, in its discretion, select the Second Preferred Bidder as the Selected Bidder or annul the Bid Process.

- 2.8 Bidders are required to submit the Bid Security along with their Bids. The Bidders shall provide the Bid Security in the form of a bank guarantee issued by a Scheduled Bank in India or by a foreign bank listed with the Reserve Bank of India having its branches in India and payable at *Patna* in favour of "**BUIDCO**" represented by the Chief General Manager, Construction and Maintenance Unit, in the format set out at Annexure 1I. The original Bid Security must be submitted to BUIDCO at the address mentioned in Clause 24.11 below before the date/time of opening of the Bids (Qualification Proposals), either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive. A scanned copy of the Bid Security must be uploaded by the Bidders on the e-Procurement Portal along with their Bids.
- 2.9 All Bids are required to be prepared and submitted electronically in accordance with the terms of this RFP on or before the Bid Due Date.
- 2.10 **Site visit:** The Bidders may inspect the Site and carry out, at their own cost, such inspections as may be required to submit their respective Bids at any time prior to the date specified in the Bid Data Sheet. BUIDCO shall facilitate such Site visits provided that the Bidder gives BUIDCO at least 2 days' prior written notice of its intention to visit the Site.  
Each Bidder and any of its personnel or agents will be granted permission by BUIDCO 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 BUIDCO, NMCG 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.
- 2.11 It will be assumed that the Bidders have accounted for all relevant factors, including technical data, status and condition of the Supporting Infrastructure, the Site conditions, climate, weather conditions, availability of power (including the requirement of any power back-up), water and other utilities for construction of the STP Facilities and Sewerage Network Facilities, access to the Site, handling and storage of materials, Applicable Laws and Applicable Permits while submitting their Bids. The Bidders will be deemed to have full knowledge of the Project, including the scope of activities required to be undertaken by the Bidders to undertake the Project.
- 2.12 **e-Procurement**

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- (a) The Bid Process will be conducted by way of e-tendering. In order to participate in the Bid Process, a Bidder must procure a digital signature certificate (class II or III) and register on the e-Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, GoI.
- (b) In case of a Consortium, the Bidder must register with the e-Procurement Portal in the name of the Lead Member, using the digital signature certificate issued in the name of the authorized signatory of the Lead Member.
- (c) The Bidders must: (i) upload a soft copy/scanned copy of their Qualification Proposal, including a copy of the Bid Security on the e-Procurement Portal in PDF format; and (ii) populate the Bid Price Sheet provided on the e-Procurement Portal, before the specified time on the Bid Due Date. Upon submitting the Qualification Proposals and the Financial Proposals on the e-Procurement Portal, the Bidders must affix their digital signature both to the Qualification Proposals and the Financial Proposals. However, Bid Security, copy of online receipt towards Bid processing fee, Power of Attorney, Joint Bidding Agreement, etc. shall be submitted physically by the Bidder on or before **17.07.2018 upto 12:00 Noon**.
- (d) The Bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Bids online.
- (e) For the purposes of determining the cut-off time for submission of queries and Bids, the central server time displayed on the clock on the e-Procurement Portal will be followed by the Bidders and *BUIDCO*.
- 2.13 Any queries or requests for additional information relating to this RFP should be submitted by the Bidder on the e-Procurement Portal on or before the specified time and date mentioned in the Bid Schedule, provided in the Bid Data Sheet.
- 2.14 BUIDCO shall endeavour to adhere to the Bid Schedule provided in the Bid Data Sheet for the Bid Process.

## **SECTION II: ELIGIBILITY AND QUALIFICATION CRITERIA**

### **3. ELIGIBILITY OF BIDDERS**

#### **3.1 Nature of Bidder**

- (a) A Bidder may be a natural person, a Company registered under the

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Companies Act or an equivalent law outside India, or any other private entity or State-owned entity, acting in its individual capacity or as a Consortium. The term Bidder used in this RFP shall apply to both a single entity as well as a Consortium.

However, Bidders that are Government-owned enterprises or institutions in the Executing Agency'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 NMCG or the Executing Agency.

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.

- (b) Eligible countries:
- (i) In accordance with paragraph 1.10 of the Guidelines, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a country or goods manufactured in a country may be excluded if:
    - (A) Paragraph 1.10 (a)(i): as a matter of law or official regulation, India prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the services required under the Project; or
    - (B) Paragraph 1.10 (a)(ii): 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, India prohibits any import of goods from that country or any payments to persons or entities in that country.
  - (ii) For the information of Bidders, at the present time, firms, goods and services from the following countries are excluded from this bidding:

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- (A) With reference to paragraph 1.10 (a) (i) of the Guidelines: *none*
  - (B) With reference to paragraph 1.10 (a)(ii) of the Guidelines: *none*
- (c) If a Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:
- (i) The maximum number of Members in such Consortium shall not exceed 3 (three).
  - (ii) The Bid submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member.
  - (iii) The Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in Annexure 1J. The Lead Member will have the authority to represent and bind all the Members during the Bid Process.
  - (iv) The Members of the Consortium shall enter into a binding Joint Bidding Agreement, in the format set out in Annexure 1K, and shall appoint one of the Members to represent the Consortium. All Members shall be jointly and severally liable for the performance of the Project till the end of the term of the Digha-Kankarbagh Project Agreement or till the date of exit from the Concessionaire subject to clause 3.2(b)(iii) of the RFP document, whichever is earlier. The Members will not be permitted to amend or terminate the Joint Bidding Agreement, at any time during the validity of the Bid without the prior consent of BUIDCO.

### **3.2 Lock-in Restrictions and Change in Control**

- i. Each Bidder (whether a single entity or Consortium) is required to incorporate a Special Purpose Vehicle to implement the Project.
- ii. If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions with respect to the SPV to be incorporated by the Selected Bidder to implement the Project:
  - (i) the Lead Member shall hold not less than 26% of the total Capital and voting rights of the Concessionaire during the construction period and until 3 years after the COD;
  - (ii) any Member, other than the Lead Member, whose Technical Capacity or Financial Capacity is being assessed for the purpose

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of qualification, shall hold at least 26% of the total Capital and voting rights of the Concessionaire during construction period and until 3 years after the COD and in case of member claiming solely Development/Design and Construction experience of sewerage network, such member shall hold at least 10% of the total Capital of the Concessionaire during construction period and until 3 years after the OSD; and

- (iii) after the expiry of 3 years from the COD, the Lead Member and/or other Members can exit the Concessionaire, subject to: (A) the Member who demonstrated the O&M experience for the purposes of qualification continuing to be part of the Concessionaire; or (B) the entity acquiring the shareholding of the Lead Member/any other Member in the Concessionaire meeting the technical qualification criteria set out in Clause 4.1 (b); or (C) the Concessionaire appointing an O&M contractor who complies with the technical qualification criteria set out in Clause 4.1 (b).

iii. If the Selected Bidder is a single entity, then:

- (i) the Selected Bidder shall hold at least 51% of the total Capital and voting rights of the Concessionaire during the construction period and until the COD, and at least 26% of the total Capital and voting rights of the Concessionaire for 3 years after the COD; and
- (ii) after the expiry of 3 years from the COD, the Selected Bidder can exit the Concessionaire, subject to: (A) the entity acquiring the shareholding of the Selected Bidder in the Concessionaire meeting the technical qualification criteria set out in Clause 4.1 (b); or (B) the Concessionaire appointing an O&M contractor who complies with the technical qualification criteria set out in Clause 4.1 (b).

iv. If, post submission of the Bid, any Associate, whose credentials have been taken into consideration for determining Technical Capacity, ceases or will cease to be an Associate of the Bidder or such Member, then, the Selected Bidder shall seek the approval of BUIDCO for such occurrence. If BUIDCO is of the view that such occurrence is likely to affect the Technical Capacity of the Bidder adversely, then BUIDCO may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA or treat such occurrence as a Concessionaire event of default in accordance with the Digha-Kankarbagh Project Agreement, without BUIDCO incurring any liability towards the Selected Bidder or the Concessionaire for such withdrawal or possible termination. While BUIDCO will not unreasonably withhold or delay such approval, the decision of BUIDCO will be final in this regard.

### 3.3 Conflict of Interest

Any Bidder found to have a conflict of interest (**Conflict of Interest**) shall be disqualified. A Bidder, a Member (in case of a Consortium), its Group Companies

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or Associates may be considered to have a Conflict of Interest with one or more Bidders, its Members, its Group Companies or Associates in this Bid Process if, as indicated in this Clause 3.3:

- (a) they have a common Controlling partner, except that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in the Companies Act, 2013. Bidder can view the Companies Act, 2013 at <http://www.mca.gov.in/Ministry/pdf/CompaniesAct2013.pdf>. The current list of Public Financial Institutions is annexed at Annexure 6. The Bidders are advised to ascertain the updated list of Public Financial Institutions from the available sources; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to access to information about or influence the Bid of another Bidder, or influence the decisions of BUIDCO regarding this Bid Process; or
- (e) the Bidder participates in more than one Bid for the same Project (as described in Clause 17); or
- (f) the Bidder, or any of its Group Companies or Associates participated as a consultant in the preparation of any documents, design or technical specifications of the Project that are subject of the Bid; or
- (g) the Bidder or any of its Group Companies or Associates has been hired (or is proposed to be hired) by BUIDCO as project manager for the Project.
- (h) the Bidder 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 or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) the Bidder or any of its Group Companies or Associates has a close business or family relationship with a professional staff of NMCG (or of BUIDCO, 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



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such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bid Process and execution of the Digha-Kankarbagh Project Agreement.

### 3.4 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.<sup>1</sup> 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;<sup>2</sup>
  - (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;<sup>3</sup>
  - (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;<sup>4</sup>
  - (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;<sup>5</sup>
  - (v) **“obstructive practice”** is
    - (aa) 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;

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

<sup>2</sup> For 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.

<sup>3</sup> For 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.

<sup>4</sup> For 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.

<sup>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 3.4 (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 misprocurement 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, 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 nominated;
- (e) The Bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, will 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 by the Bank.
- (f) 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, 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 by the Bank."

#### 3.4.1 Inspection and Audit

In further pursuance of the policy referred to in ITB 3.4 above, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.



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### 3.5 Other Eligibility Criteria

- (a) A Bidder or any Member of a Consortium that has been sanctioned by the Bank in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible 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 determine.
- (b) If the Bidder or any Member (in case of a Consortium) is party to any litigation (required to be disclosed as per Annexure 1H), in which, any subsequent ruling/judgement by any court/judicial authority after the submission of bid affects or could have a material adverse effect on the financial condition, prospects or business of such Bidder or Member and its ability to fulfil its obligations under the Digha-Kankarbagh Project Agreement, the Bid will not be evaluated further by BUIDCO.
- (c) If a Company has entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting, then such Company and its Associates will not be eligible to submit a Bid.
- (d) If any contract of the Bidder or any Member (in case of a Consortium) has been suspended or terminated and/or performance security has been called by an employer for reasons related to the non-compliance by the Bidder with any ESHS requirements or safeguard in the past 5 years (required to be disclosed as per Annexure 1L), which, in BUIDCO's opinion, affects or could have a material adverse effect on the financial condition, prospects or business of such Bidder or Member or its ability to fulfil its obligations under the Digha-Kankarbagh Project Agreement, the Bid will not be evaluated further by BUIDCO.
- (e) The materials, Equipment and services to be supplied under the Conditions of Contract and financed by the Bank may have their origin in any country, subject to the restrictions specified in **Annexure 10** of this RFP, and all expenditures under the Contract will not contravene such restrictions. At BUIDCO's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

Bidders will provide such evidence of their continued eligibility as BUIDCO may request at any time during or after the Bid Process.

If a Bidder is a Consortium, then the term "**Bidder**" as used in Clause 3.3, Clause 3.4 and Clause 3.5 shall include each Member of such Consortium, and the term

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"Associate" as used in Clause 3.3, Clause 3.4 and Clause 3.5 shall include Associates of each Member of the Consortium.

#### 4. QUALIFICATION CRITERIA

The Bidders should satisfy the following minimum technical criteria and financial criteria set out in Clause 4.1 and Clause 4.2 respectively to qualify for evaluation of the Financial Proposals:

##### 4.1. Technical Criteria

To demonstrate its technical capacity ("Technical Capacity"), the Bidder shall have the following experience:

- a) Development/ Design and Construction Experience
- b) Operation and maintenance Experience

##### 4.1.1. Technical Capacity

###### a) Development/Design and Construction experience

- (i) **Sewage Treatment Plant (STP):** The Bidder should have (A) developed and/or (B) designed and constructed one STP of at least 60 (sixty) MLD capacity, or 2 STPs of at least 40 (forty) MLD capacity each or 3 STPs of at least 30 (thirty) MLD capacity each, which shall each:
  - A. have been (A) developed, and /or (B) designed and constructed, using any technology;
  - B. have been (A) developed, and /or (B) designed and constructed, in the 7 (seven) years preceding the Bid Due Date, as evidenced by the issuance of a completion certificate by the relevant government authority/client, certifying that the STP(s) have been completed in terms of the concession agreement or similar contract executed for such STP(s); and
  - C. have been successfully operational for any 24 (twenty four) consecutive months in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s), as evidenced by the issuance of a completion certificate by the relevant government authority/client.

To claim development, the entity claiming the experience shall have held, in the company developing the STP, a minimum of 26% equity share capital as on the commercial operations date of such project.

To claim design and construction experience, the entity claiming experience should have been appointed as the principal contractor (i.e., the contractor hired directly by the owner of the project/entity developing the relevant STP) and any other subcontractor experience is not permitted for claiming Technical Capacity.

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The Bidder may develop the *Digha* STP and the *Kankarbagh* STP using different technologies, provided that each such technology should be the same as the technology adopted for at least one of the STP(s) for which experience is being claimed under this Clause 4.1.1(a) to demonstrate Technical Capacity.

- (ii) **Sewerage Network:** The Bidder should have
- A. (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which
    - (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and
    - (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and
  - B. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.

If the Bidder does not have required experience for claiming Technical Capacity under 4.1.1(a)(ii)(A)(1) and/or 4.1.1(a)(ii)(B), the Bidder will be required to nominate an experienced contractor which meets the criteria set out in 4.1.1(a)(ii)(A)(1) and/or 4.1.1(a)(ii)(B), above. Such nominated subcontractor will be engaged to construct the relevant parts of the Sewerage Network of the proposed Project, if the Bidder is declared the Selected Bidder, and will be required to provide a consent letter in the format set out in Annexure 3 (along with certificate(s) from the relevant government authority/ client).

With regards to the design and construction experience being claimed under 4.1.1(a)(ii)A.(B) and/or 4.1.1(a)(i)(B), if a Bidder has only construction experience but not design experience, then the same can be claimed via a nominated subcontractor. Such nominated subcontractor will be engaged for designing the proposed Project, if the Bidder is declared the Selected Bidder, and will be required to provide a consent letter in the format set out in Annexure 3 (along with certificate(s) from the relevant government authority/ client).

To claim development experience, the entity claiming the experience shall have held, in the company developing the sewerage network and sewage pumping station, a minimum of 26% equity share capital as on the Commercial Operations Date (COD) of such project.

To claim design and construction experience, the entity claiming experience should have been appointed as the principal contractor (i.e., the contractor hired directly by

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the owner of the project/entity developing the relevant STP) and any other subcontractor experience is not permitted for claiming Technical Capacity.

**b) Operation and maintenance experience**

- i. The Bidder shall have operated and maintained one STP of at least 60 (sixty) MLD capacity, or 2 STPs of at least 40 (forty) MLD capacity each or 3 STPs of at least 30 (thirty) MLD capacity each, for any 24 (twenty four) consecutive months in the 7 (seven) years immediately preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s). The STP(s) for which the Bidder is claiming O&M experience should have been developed using any technology.
- ii. For this purpose, the Company claiming the experience will be required to submit a certificate issued by the relevant government authority.

**4.1.2. It is clarified that:**

- a) To showcase that the Bidder meets the Technical Capacity requirement, it should demonstrate each of the below:
  - a. Development/design and construction experience specified in Clause 4.1.1(a) above, and
  - b. O&M experience specified in Clause 4.1.1(b) above.

For this purpose, the Bidder should submit a certificate issued by the relevant government authority/ client.

**b) To be technically qualified for evaluation of the Financial Proposals;**

- (i) the Bidder may rely on the experience of its Associate(s) for demonstrating the Technical Capacity (including, if applicable, under Clause 4.1.3). However a Bidder claiming the experience of the Associates for Technical Capacity, shall submit a Letter of Commitment (Annexure 3) from such Associate that the expertise of the Associate will be made available during the development and operation of the Project
- (ii) in case of a Consortium, the Development/Design and Construction experience set out in Clause 4.1.1(a) must be demonstrated by one Member and the Operation and maintenance experience set out in Clause 4.1.1(b) may be claimed by a different Member;
- (iii) in case of a consortium, if the Consortium is claiming O&M experience on the basis of more than 1 STP, then each of the STPs should have been operated and maintained by the same Member;
- (iv) if the Development/Design and Construction experience as set out in Clause 4.1.1(a)(i), and the Operation and maintenance experience set out in Clause 4.1.1(b) is being claimed by different Members, then the Member who demonstrates development/design and construction experience and the Member

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- who demonstrates the O&M experience must each hold 26% of the total Capital and voting rights of the Concessionaire for 3 years post COD;
- (v) if the Development/Design and Construction experience as set out in Clause 4.1.1(a)(ii), is being claimed by a different Member, then the Member who demonstrates development/design and construction experience in Sewerage Network, must hold a minimum of 10% of the paid up and subscribed Equity of the Concessionaire for 3 years post Operations Starting Date (OSD);
  - (vi) the development/design and construction experience and the O&M experience may be claimed in relation to the same STP. If, however, the development/design and construction experience and the O&M experience is being claimed for different STPs, then it is clarified that the STP for which O&M experience is being claimed may be based on a technology which is different from the technology used in the STP(s) for which development/design and construction experience is being claimed; and
  - (vii) for certificate(s) claiming Development/Design and Construction experience and Operation and Maintenance experience set out in Clauses 4.1.1(a) and 4.1.1.(b), that are issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

- 4.1.3. Power Plant:** If the Bidder proposes to set up a biogas power plant at the proposed STP Site in accordance with the Concession Agreement, then the Bidder will be required to demonstrate its experience (in the format set out in Annexure 2) in developing or designing and constructing a biogas power plant, which should have:
- A. a capacity of a minimum of 0.6 MW;
  - B. been based on STP effluent;
  - C. been developed or designed and constructed in the 7 (seven) years preceding the Bid Due Date, as evidenced by the issuance of a completion certificate by the relevant government authority/ client, certifying that the biogas power plant has been completed in terms of the relevant agreement or contract executed for such biogas power plant; and
  - D. successfully operational for any 24 (twenty four) consecutive months in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant contract executed for such biogas power plant, as evidenced by a certificate from the relevant government authority/client;

If the Bidder or any Member of the Consortium does not have any experience of having developed or designed and constructed a biogas power plant, the Bidder will be required to nominate an experienced power plant developer which has developed and/or designed a biogas power plant, which meets the criteria set out in (A) to (D) above. The nominated subcontractor will be engaged to develop the power plant for the Project, if the Bidder is declared the Selected Bidder, and will be required to provide a consent letter in the format



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set out in Annexure 3 (along with certificate(s) from the relevant government authority/client).

#### **4.2. Financial Criteria**

To demonstrate its financial capacity to undertake the Project (Financial Capacity), the Bidder should meet each of the financial qualification criteria specified in this Clause 4.2.

##### **a) Net worth**

- (i) In each of the 3 Financial Years immediately preceding the Bid Due Date, the Bidder's Net Worth (as per the annual financial statements) shall be at least INR 250 Crores (INR Two Hundred Fifty Crores).
- (ii) If the Bidder is a Consortium, then the Net Worth, as required in Clause 4.2.a. (i) above will be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement. Provided further that if the Bidder is subsequently declared as the Selected Bidder for the Project, then any Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, shall hold a minimum of 26% of the total Capital and voting rights of the Concessionaire for 3 (three) years post the Commercial Operations Date (COD).
- (iii) The calculation of Net Worth must be based on the unconsolidated audited annual accounts of the Bidder for the preceding Financial Year. If the annual accounts for the Financial Year immediately preceding the Bid Due Date are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that:
  - (A) if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the Financial Year immediately preceding the Bid Due Date prior to the Effective Date; and
  - (B) the Net Worth as per such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its Bid.

A Bidder or a Member of a Consortium is not permitted to rely on the Net Worth of its Associate for demonstrating its Financial Capacity.

- b) The Bidder (and in case of a Consortium, any Member) is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 Financial Years immediately preceding the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of each Member):
  - (i) the Bidder having been categorized as a willful defaulter in accordance with Applicable Laws or laws of the country of its incorporation;

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- (ii) the Bidder being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
    - (iii) the Bidder having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.
  - c) The Bidder (and in case of a Consortium, any Member) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
    - (i) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
    - (ii) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations

### **SECTION III: INSTRUCTION TO BIDDERS**

#### **PART A. GENERAL**

#### **5. SCOPE OF RFP**

- 5.1 BUIDCO wishes to receive Bids in accordance with this RFP for award of the Project.
- 5.2 The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform BUIDCO at the earliest. BUIDCO will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the Digha-Kankarbagh Project Agreement in relation to:
  - (a) the Bid Process, the provisions of the RFP shall prevail; and
  - (b) the Scope of Work or any other terms or conditions of the Digha-Kankarbagh Project Agreement, including Technical Specifications, the provisions of the Digha-Kankarbagh Project Agreement shall prevail.

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## **6. ACKNOWLEDGEMENT BY THE BIDDER**

- 6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by BUIDCO under this RFP and the Bidder acknowledges that its submission of a Bid that is not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;
  - (b) received all relevant information requested from BUIDCO and NMCG;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BUIDCO;
  - (d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from BUIDCO or NMCG, or a ground for termination of the Digha-Kankarbagh Project Agreement;
  - (f) satisfied itself regarding the suitability of the Site conditions to undertake the Project; and
  - (g) agreed to be bound by the undertakings provided by it under and in terms of this RFP.
- 6.2 BUIDCO shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

## **7. RIGHTS OF BUIDCO**

- 7.1 BUIDCO, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further

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information at any stage of the Bid Process;

- (c) retain any information, documents and/or evidence submitted to BUIDCO by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) reject any Bid, if:
  - (i) at any time, a material misrepresentation is made or uncovered; or
  - (ii) the Bidder in question does not provide, within the time specified by BUIDCO, the supplemental information sought by BUIDCO for evaluation of the Bid; or
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

If BUIDCO annuls the Bid Process and rejects all Bids, it may in its sole discretion invite fresh Bids for the Project.

- 7.2 If BUIDCO exercises its right under this RFP to reject a Bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then BUIDCO reserves the right to:
- (a) select the Second Preferred Bidder as the Selected Bidder for the Project; or
  - (b) take any such measure as may be deemed fit in the sole discretion of BUIDCO, including inviting fresh Financial Proposals from the qualified Bidders or annulling the entire Bid Process.

- 7.3 If it is found during the Bid Process, at any time before signing the Digha-Kankarbagh Project Agreement that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified.

If such Bidder has been declared as the Selected Bidder or has already been issued the LOA or has entered into the Digha-Kankarbagh Project Agreement, the LOA or the Digha-Kankarbagh Project Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from BUIDCO to the Selected Bidder.

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Upon any disqualification, cancellation or termination in accordance with this Clause 7.3, BUIDCO will not be liable in any manner whatsoever to the Bidder. Additionally, BUIDCO will have the right to forfeit and appropriate the Bid Security or, as the case may be, appropriate an equivalent amount from the Performance Security if the Digha-Kankarbagh Project Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by BUIDCO for, amongst others, BUIDCO's time, cost and efforts in conducting the Bid Process. Such forfeiture will be without prejudice to any other right or remedy that BUIDCO may have under the RFP, the Digha-Kankarbagh Project Agreement or Applicable Laws.

## **8. CLARIFICATIONS ON THE RFP**

### **8.1 Clarifications and Queries**

- (a) If a Bidder requires any clarification on or has any query in relation to the RFP, it should submit such query or request for clarification to BUIDCO before the specified time and date mentioned in the Bid Data Sheet. These queries should also be submitted in editable soft copy format such as Microsoft Word at the e-mail address indicated in the Bid Data Sheet for ease in collation of the queries. Similarly, if a Bidder feels that any important provision in the Bidding Documents, will be unacceptable, such an issue must be raised during the clarification stage. All queries or clarification requests should be received on or before the date and time mentioned in the Bid Data Sheet.

All such queries and requests for clarification shall be submitted using the Form for Clarification Questions contained in Annexure 9 to this RFP.

- (b) BUIDCO shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Data Sheet. *BUIDCO's* responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on BUIDCO's website and/or the e-Procurement Portal. If similar or repeated queries are made by Bidders, BUIDCO may list those queries as one query & respond to such query only once.
- (c) BUIDCO may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by BUIDCO shall be deemed to be part of this RFP. Should BUIDCO deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 9.
- (d) It shall be the responsibility of the Bidders to check the e-Procurement Portal for the response to the queries or requests for clarifications.

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- (e) Verbal clarifications and information given by NMCG, BUIDCO or any other Person for or on its behalf shall not in any way or manner be binding on NMCG or BUIDCO.

## 8.2 Pre-Bid Meeting

- (a) All interested Companies shall be invited to attend the Pre-Bid Meeting on the date, time and place mentioned in the Bid Data Sheet. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested Companies may nominate up to 3 authorized representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorized representatives at the Pre-Bid Meeting at least 3 days prior to the date of the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [mbuidco@gmail.com](mailto:mbuidco@gmail.com).
- (c) During the course of the Pre-Bid Meeting, all interested Companies will be free to seek clarifications and make suggestions to BUIDCO.
- (d) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of an interested Company from participating in the Bid Process.

## 9. AMENDMENT OF THE RFP

- 9.1 Up until the date that is mentioned in the Bid Schedule, BUIDCO may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder, amend the RFP by issuing an Addendum or an amended RFP and amended draft Digha-Kankarbagh Project Agreement. The addendum will appear on BUIDCO's website under "Corrigendum/Addendum Details" tab. and email notification is also automatically sent to bidders who have shown interest in this RFP. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have shown interest in this RFP.
- 9.2 All Addenda/amendments and amended RFP & amended draft Digha-Kankarbagh Project Agreement will be uploaded on the e-Procurement Portal.
- 9.3 The Bidders are required to visit the website before submission of the Bid so as to take into account with any Addenda/amendments that may be issued in accordance with this Clause 9.
- 9.4 Each Addendum/amendment will be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/amendment.

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- 9.5 Any oral statements made by NMCG or BUIDCO or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP.
- 9.6 BUIDCO will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Bid. BUIDCO assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

## **10. AVAILABILITY OF INFORMATION**

- 10.1 The information relating to or in connection with the Project, the Bid Process and this RFP, including all notices issued by BUIDCO to all Bidders in accordance with this RFP; queries and responses or clarifications and any Addenda will be uploaded on the e-Procurement Portal .
- 10.2 All such information will be made available for review by the Bidders until the Bid Due Date.
- 10.3 If a Bidder faces any technical issue or technical error in accessing BUIDCO's website, the Bidder may seek assistance from BUIDCO by sending an e-mail request to Shri Kumar Vivek, IT Manager, BUIDCO, no later than 3 days prior to the Bid Due Date. Contact details of Shri Kumar Vivek are provided below:
- 10.4 BUIDCO will use its best endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder within 3 days of receipt of such request.

## **11. CORRESPONDENCE WITH BIDDERS**

Save as expressly provided in this RFP, NMCG and *BUIDCO* will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact BUIDCO on any matter related to the bidding process, it may do so in writing by e-mail.

## **12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA**

### **12.1 Proprietary Data**

All documents and other information provided by *BUIDCO* or submitted by a

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Bidder to *BUIDCO* will remain or become the property of *BUIDCO*, as the case may be. Bidders are required to treat all information provided by *BUIDCO* in the RFP as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

## 12.2 Confidentiality Obligations of BUIDCO

*BUIDCO* will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. *BUIDCO* may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

- (a) such publication is contemplated under this RFP;
- (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising *BUIDCO*, NMCG or the Bidder on matters arising out of or in connection with the Bid Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or *BUIDCO* and/or NMCG or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

## 13. GOVERNING LAW AND JURISDICTION

### 13.1 Governing Law

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with, the laws of India.

### 13.2 Exclusive Jurisdiction

The competent courts at Patna shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

## 14. VALIDITY OF THE BIDS

- 14.1 The Bids shall remain valid for a period of 180 days from the Bid Due Date. A Bid



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valid for a shorter period shall be rejected by *BUIDCO* as being non-responsive.

- 14.2 In exceptional circumstances, prior to the expiry of the Bid validity period, *BUIDCO* may request Bidders to extend the Bid validity period. The request and the responses shall be made in writing. A Bidder may refuse *BUIDCO*'s request to extend the validity period of its Bid, without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **PART B. BID SECURITY, PERFORMANCE SECURITY AND ESHS PERFORMANCE SECURITY**

### **15. BID SECURITY**

- 15.1 The Bidder shall furnish as part of its Bid, a Bid Security for the Project INR 9,50,00,000/- (Nine Crore Fifty Lac) only or US\$ 1,583,333 (One million and five hundred and eighty three thousand three hundred and thirty three) only or an equivalent amount in a freely convertible currency. It would be the responsibility of the bidder to ensure that in case the bid security is submitted in another currency, the value of the same at the exchange rate on the date which is two weeks before the Bid Due Date and after deduction of all bank charges is more that INR 9,50,00,000/-. The exchange rate shall be the rate indicated on the website of the Reserve bank of India (<https://www.rbi.org.in/scripts/referenceratearchive.aspx> ).
- 15.2 The Bid Security shall remain valid for 45 days beyond the Bid validity period specified in Clause 14.
- 15.3 The Bidder shall provide the Bid Security in the form of a bank guarantee issued by a Scheduled Bank in India or by a foreign bank listed with the Reserve Bank of India having its branches in India<sup>6</sup>. The Bid Security shall be issued in favour of the "*BUIDCO*", represented by the Chief General Manager, *BUIDCO*, #2<sup>nd</sup> floor SFC Building, Khadya Bhavan, Daroga Rai Path, R-block, Patna-800001, payable at *Patna* and in the format set out in Annexure II.
- 15.4 Unless forfeited in accordance with Clause 15.5 below, the Bid Security of the unsuccessful Bidders will be returned by *BUIDCO* no later than 30 days from the date of execution of the Digha-Kankarbagh Project Agreement with the SPV incorporated by the Selected Bidder. In case of refund of bid security received in a foreign currency, it is clarified that the Authority shall initiate refund of INR 9,50,00,000/- at the foreign currency rate applicable on the date chosen for refund and related bank charges will be borne by the Bidder.

The Bid Security of the Selected Bidder will be returned upon the SPV incorporated by the Selected Bidder furnishing the *Digha* Performance Security

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<sup>6</sup> Provide option for Foreign Bank with branches in India in case of ICB

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and the *Kankarbagh* Performance Security in accordance with Clause 16 and ESHS Performance Security in accordance with Clause 16A.

15.5 The Bid Security shall be forfeited and appropriated by BUIDCO as mutually agreed genuine pre-estimated compensation and damages payable to BUIDCO for time, cost and effort of BUIDCO, without prejudice to any other right or remedy that may be available to BUIDCO hereunder or otherwise, under the following conditions:

- (a) if a Bidder is disqualified in accordance with, Clause 3.2 (*Lock-in Restrictions and Change in Control*), Clause 3.3 (*Conflict of Interest*), Clause 3.5 (*Other Eligibility Criteria*), Clause 7.3 (*Rights of BUIDCO*), Clause 17 (*Number of Bids*) and Clause 31.3 (*Execution of Digha-Kankarbagh Project Agreement*);
- (b) if, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period; or
- (c) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
  - i. sign and return, as acknowledgement, the duplicate copy of the LOA;
  - ii. cause the Concessionaire to furnish the Performance Security in accordance with Clause 16;
  - iii. cause the Concessionaire to furnish the ESHS Performance Security in accordance with Clause 16A;
  - iv. fulfil any other condition precedent to the execution of the Digha-Kankarbagh Project Agreement; or
  - v. cause the Concessionaire to execute the Digha-Kankarbagh Project Agreement.

## 16. PERFORMANCE SECURITY

16.1 The Selected Bidder shall cause the Concessionaire to furnish to BUIDCO the following Performance Securities on or before the Appointed Date

a) *Digha* STP Performance Security for a value equal to 9 % of the *Digha* STP Bid Project Cost in the substance and form set out in **Annexure 4A** or in another form approved by BUIDCO.

b) *Kankarbagh* STP Performance Security for a value equal to 9% of the *Kankarbagh* STP Bid Project Cost in the substance and form set out in **Annexure 4B** or in another form approved by BUIDCO.

c) *Digha* Network Performance Security for a value equal to 9% of the *Digha* Sewerage Network Design Build Cost and in the substance and form set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO.

d) *Kankarbagh* Network Performance Security for a value equal to 9% of the *Kankarbagh* Sewerage Network Design Build Cost in the substance and form

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set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO.

The above shall be submitted on or before execution of the Digha-Kankarbagh Project Agreement to secure the obligations of the Concessionaire under the Digha-Kankarbagh Project Agreement.

- 16.2 The *Digha* STP Performance Security shall remain valid until 26 months from the Appointed Date or 1 month from the COD, whichever is later. The *Digha* Network Performance Security shall remain valid until 32 months from the Appointed Date or 1 month from the *Digha* OSD, whichever is later.

The *Kankarbagh* STP Performance Security shall remain valid until 26 months from the Appointed Date or 1 month from the COD, whichever is later. The *Kankarbagh* Network Performance Security shall remain valid until 32 months from the Appointed Date or 1 month from the *Kankarbagh* OSD, whichever is later.

- 16.3 The Selected Bidder shall cause the Concessionaire to provide the Performance Security/Securities in the form of bank guarantee(s) issued by a Scheduled Bank in India / foreign bank listed with the Reserve Bank of India having its branches in India. The Performance Security/Securities shall be issued in favour of "**BUIDCO**", represented by the Chief General Manager, Bihar Urban Infrastructure Development Corporation, payable at *Patna* and in the format set out in Annexure 4.

- 16.4 If the Selected Bidder fails to cause the Concessionaire to furnish the Performance Security /Securities in accordance with this Clause 16 on or before the execution of the Digha-Kankarbagh Project Agreement, then BUIDCO shall have the right to forfeit the Bid Security of the Selected Bidder in accordance with Clause 15.5(d).

- 16.5** During evaluation of Financial Proposal and before award of the Project, if it is found that the Selected Bidder has submitted an unbalanced or frontloaded Bid for the entire Project or for any components thereof, BUIDCO reserves right to seek **Additional Performance Security** over and above that is mentioned in the Clause 16.1. The value of such Additional Performance Security will be determined by BUIDCO on the basis of reasonable assessment of various Project components and after seeking suitable justifications/clarifications on the price components of the Bid from the Selected Bidder. The Additional Performance Security shall be liable to be forfeited either fully or partially as it deems fit for the reasons mentioned in Clause 16.1 of the Digha-Kankarbagh Project agreement.

## **16A. ESHS PERFORMANCE SECURITY**

- 16A.1 The Selected Bidder shall cause the Concessionaire to furnish to BUIDCO, the following Performance Securities on or before the Appointed Date

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a) *Digha* STP ESHS Performance Security for a value equal to 1% of the *Digha* STP Bid Project Cost in the substance and form set out in **Annexure 5** or in another form approved by BUIDCO.

b) *Kankarbagh* STP ESHS Performance Security for a value equal to 1% of the *Kankarbagh* STP Bid Project Cost in the substance and form set out in **Annexure 5** or in another form approved by BUIDCO.

c) *Digha* Network ESHS Performance Security for a value equal to 1% of the *Digha* Sewerage Network Design Build Cost in the substance and form set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO.

d) *Kankarbagh* Network ESHS Performance Security for a value equal to 1% of the *Kankarbagh Digha* Sewerage Network Design Build Cost in the substance and form set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO.

The above shall be submitted on or before execution of the Digha-Kankarbagh Project Agreement to secure due performance of the ESHS obligations of the Concessionaire under the Digha-Kankarbagh Project Agreement.

16A.2 The ESHS Performance Security/Securities shall remain valid for the entire term of the Digha-Kankarbagh Project Agreement.

16A.3 The Selected Bidder shall cause the Concessionaire to provide the ESHS Performance Security/Securities in the form of bank guarantees issued by a Scheduled Bank / Foreign bank listed with the Reserve Bank of India having its branches in India in India. The ESHS Performance Security/Securities shall be issued in favour of "BUIDCO", represented by the Chief General Manager, Construction and Maintenance Unit, payable at Patna and in the format set out in Annexure 5.

16A.4 If the Selected Bidder fails to cause the Concessionaire to furnish the ESHS Performance Security/Securities in accordance with this Clause 16A on or before the execution of the Digha-Kankarbagh Project Agreement, then *BUIDCO* shall have the right to forfeit the Bid Security of the Selected Bidder in accordance with Clause 15.5(d).

## **16B. O&M SECURITY**

16B.1 The Selected Bidder shall cause the Concessionaire to furnish to the Jal Nigam (i) *Digha* STP O&M Security, (ii) *Kankarbagh* STP O&M Security, (iii) *Digha* Sewerage Network Performance Security for O&M Period and (iv) *Kankarbagh* Sewerage Network Performance Security for O&M Period. The amount of O&M security should be:

a. *Digha* STP O&M Security for a value equal to 4% of the *Digha* STP Bid Project Cost in the substance and form set out in **Annexure 4A** or in another form approved by BUIDCO,

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b Kankarbagh STP O&M Security for a value equal to 4% of the *Kankarbagh* STP Bid Project Cost in the substance and form set out in **Annexure 4A** or in another form approved by BUIDCO,

c. Digha Network Performance Security for the O&M Period for a value equal to 4% of the *Digha* Design Build Cost in the substance and form set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO,

d. Kankarbagh Network Performance Security for the O&M Period for a value equal to 4% of the *Kankarbagh* Design Build Cost in the substance and form set out in **Schedule 22** of Conditions of Contract or in another form approved by BUIDCO.

16B.2 The STP O&M Securities shall remain valid for the entire term of the Concession Agreement. The Digha Network Performance Security / Kankarbagh Network Performance Security shall be valid for three years and will be renewed every three years till the End of Concession.

16B.3 The Selected Bidder shall cause the Concessionaire to provide the O&M Security in the form of bank guarantees issued by a Scheduled Bank in India. The O&M Security shall be issued in favour of "**BUIDCO**", represented by the Chief General Manager, Bihar Urban Infrastructure Development Corporation, payable at *Patna*.

## **PART C. PREPARATION AND SUBMISSION OF BIDS**

### **17. NUMBER OF BIDS**

Each Bidder shall be permitted to submit only 1 (one) Bid for the entire Project, either individually or as a Member of a Consortium. It is clarified that a Bidder shall submit a single Bid for all, the *Digha* STP and *Digha* Network, and the *Kankarbagh* STP and *Kankarbagh* Network and if any Bidder submits separate or partial Bids, then the Bids submitted by such Bidder shall be deemed to be non-responsive and all such Bids shall be rejected by BUIDCO. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any other Consortium, as the case may be. A Bidder who submits or participates in more than 1 (one) Bid for the Project shall cause all the Bids with the Bidder's participation to be disqualified.

### **18. LANGUAGE OF BIDS AND BID CORRESPONDENCE**

18.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and *BUIDCO* shall be in English.

18.2 Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarised in India. If any document submitted

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by a Bidder is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India or the Ministry of Foreign/External Affairs of the relevant foreign country where the project is situated. Supporting materials which are not translated into English or certified/notarised in accordance with this Clause 18.2 may not be considered by BUIDCO.

## **19. BID DUE DATE**

- 19.1 The Bid shall be submitted on or before the date, time and place specified in the Bid Data Sheet.
- 19.2 BUIDCO may, at its discretion and for any reason, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 9, in which case all rights and obligations of BUIDCO and the Bidders will thereafter be subject to the Bid Due Date as extended.
- 19.3 Any Bid received by BUIDCO after the Bid Due Date and Time will be rejected and returned unopened to the Bidder.

## **20. QUALIFICATION PROPOSAL**

The Bidder shall submit Bids online in two separate folders as under:

Folder I - for submission of Qualification Proposal; and  
Folder II – for submission of Financial Proposals

- 20.1 The Qualification Proposal submitted by a Bidder shall comprise the following:
- (a) Format of Bid Letter as set out in **Annexure 1A**;
  - (b) Description of the Bidder/Members in the format set out in **Annexure 1B**;
  - (c) Power of Attorney in the format set out in **Annexure 1C**, executed by the Bidder or the Lead Member authorizing the signatory of the Bid to commit the Bidder;
  - (d) certificate issued by the statutory auditor of the Bidder, in the format set out in **Annexure 1D**, certifying the Net Worth of the Bidder and compliance with other financial qualification criteria specified in Clause 4.2;
  - (e) details of the experience for which Technical Capacity is being claimed as per formats set out below
    - Development/Design and Construction experience - **Annexure 1E – Part IA and Part IB**
    - O&M experience - **Annexure 1E – Part II**

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- (f) certificate from the statutory auditor certifying the shareholding of the Bidder (or in case of a Consortium, the relevant Member) in the Company developing the STP(s) for which development is being claimed by the Bidder in the format set out in **Annexure 1F**;
  - (g) self-attested certificate regarding Associate, if applicable, in the format set out in **Annexure 1G**;
  - (h) information on any litigation that the Bidder is a party to, in the format set out at **Annexure 1H**;
  - (i) Bid Security in the format set out at **Annexure 1I**;
  - (j) if applicable, experience certificate for the Nominated Subcontractor in the format set out at **Annexure 2** or a consent letter in the format set out at **Annexure 3**, along with certificate(s) from the relevant government authority;
  - (k) for each experience claimed, certificate from the relevant government authority/client certifying that the STP/Network has been completed/commissioned in accordance with the relevant concession agreement or similar contract executed for such STP/Network;
  - (l) for each experience claimed, certificate from the relevant government authority certifying that the STP/Network has been completed and has been operational for 24 consecutive months in the 7 years immediately preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP/Network;<sup>7</sup>
  - (m) for each STP/Network, certificate from the relevant government authority certifying that the Bidder (or, in case of a Consortium, the relevant Member) has successfully operated and maintained the STP/Network for which O&M experience is being claimed, for at least 24 consecutive months in the 7 years immediately preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP/Network;
  - (n) annual financial statements of the Bidder (including profit and loss statements) for the 3 Financial Years immediately preceding the Bid Due Date;

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<sup>7</sup> It is clarified that in case the Bidder is claiming development experience, the Bidders may submit a consolidated certificate from the relevant government authority for Clause 20.1(j) and Clause 20.1(k) above.

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- (o) self-attested copies of the certificate of incorporation, memorandum of association and articles of association. If the Bidder is a Consortium, then each Member shall submit self-attested copies of its certificate of incorporation, memorandum of association and articles of association;
  - (p) a amount of INR 17,700 (Seventeen thousand seven hundred only) as Bid processing fee, or US \$ 285 (Two hundred and eighty five) or equivalent amount in a freely convertible currency in the online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.
  - (q) declaration listing the contract(s) of the Bidder or each Member (in case of a Consortium) that has/have been suspended or terminated and/or performance security that has been called by an employer for reasons related to the non-compliance by such Bidder or Member(s) with any ESHS requirements or safeguard in the past 5 years, in the format set out at **Annexure II**.

20.2 If the Bidder is a Consortium, it will also be required to submit the following documents:

- (a) Power of Attorney in the format set out at **Annexure 1J**, executed by the Members of the Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium.
- (b) Joint Bidding Agreement in the format set out at **Annexure 1K**.

20.3 A list of all nominated sub-contractors 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 Sub-Contractors and sub-consultants. The Bidder shall provide the name and nationality of all nominated Sub-Contractors and sub-consultants. The Bidder shall ensure that all nominated Sub-Contractors and sub consultants comply with the Digha-Kankarbagh Project Agreement.

## **21. FINANCIAL PROPOSAL**

21.1 The Financial Proposal submitted by a Bidder shall comprise a Microsoft Excel file titled Bid Price Sheet provided on the e-Procurement Portal. A brief description of the Financial Proposal Forms provided in Bid Price Sheet is described as follows. The Bid Price Sheet comprises 6 forms in separate worksheets: *Covering Letter to Financial Proposal, Bid Price Summary, Digha Network Summary, Digha Network Details, Kankarbagh Network Summary and Kankarbagh Network Details*.



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21.2 Each Bidder will be required to quote in the Bid Price Summary form, separately for the Digha STP Facilities, Digha Sewerage Network Facilities, the Kankarbagh STP Facilities and Kankarbagh Network Facilities, the following components:

**A. Part I: STP facilities**

1. For the STP Facilities excluding I&D Works

(a) the Bid Project Cost (including all Taxes), (b) the O&M Charges for the first month after COD of that location (including all Taxes), (c) the STP Guaranteed Energy Consumption for the O&M Period, and (d) the Land Requirement;

**B. For the I&D Works** (a) the Bid Project Cost (including all Taxes), (b) the O&M Charges for the first month after COD of that location (including all Taxes), (c) the I&D Guaranteed Energy Consumption; **Part II: Sewerage Network Facilities** (a) the Sewerage Network Design Build Cost (including all Taxes), (b) the Sewerage Network O&M Charges, (c) the Sewerage Network Guaranteed Energy Consumption for the O&M Period.

Based on these components quoted by a Bidder, the Bid Price is calculated by the system using the formula set out in Clause 2.5.

**21.2.1 Design-Build Cost of Sewerage Network Facilities**

A) Details of Design-Build Cost of Network shall be provided in the forms provided in the Bid Price Sheet. Bidders shall quote their Design Build Cost covering the total cost of Survey, Reviewing the Designs, Redesigning where necessary, construction, testing, commissioning of the Sewerage Network (including pumping stations) within the period indicated in the Bid Data Sheet on a "single responsibility" basis such that the Design Build Cost covers all of the Concessionaire's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of Survey, Reviewing the Designs Redesigning where necessary, construction, commissioning, installation, testing, provisions mandated in Environmental Management Plan (attached as Appendix - 1 EMP of the Schedule 15 and Schedule 27 of Conditions of Contract.

B) Bidders shall complete BOQs as described in the worksheet / form titled *Digha Network Summary, Digha Network Details, Kankarbagh Network Summary and Kankarbagh Network Details* in the Bid Price Sheet, in full and shall not amend or change the form in any way.

C) The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities (BOQ). Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by BUIDCO. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Financial Proposal, and provided that the Bid is determined responsive notwithstanding this omission, the average price of the item quoted by responsive Bidders will be added to the Design Build Cost and the equivalent total cost of the bid so determined will be used for price comparison.

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The Design Build Cost for sewerage network shall remain firm and fixed and will be subject to price adjustment, unless otherwise provided in the Bid Data Sheet and, the Conditions of Contract. BUIDCO may require the Bidder to justify its proposed weightings and/or the source of indices.

D) For the purpose of submitting Bids, Bidders should note that the Bid Price shall include all kinds of taxes, duties, levies or charges in accordance with the Conditions of Contract.

E) Bidders are strongly encouraged to review GC section 5.6 and the Terms and Procedures of Payment Schedule (Schedule 19 and Schedule 31 of Conditions of Contract) and Price Adjustment Schedule (Schedule 21 and Schedule 33 of Conditions of Contract) prior to completing their BOQs and submitting their Bid Prices.

21.3 The Bidder shall quote 1(one) figure for any of the components of the Bid Price after all discounts the Bidder wishes to offer on any or all of the components of the Bid Price.

21.4 Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, BUIDCO will not compensate the Bidder. The Bidder shall furnish along with it's bid a declaration to this effect in the Declaration Format provided in **Annexure 7** of the Bidding Documents.

Where the Bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as per form stipulated in **Annexure 7** of the bidding documents. In case the Bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/equipment for which certificate is required is Nil.

To the extent BUIDCO determines the quantities indicated therein are reasonable keeping in view the work schedule, construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. The certificate will be issued within 60 days of signing of the Digha-Kankarbagh Project Agreement for material, equipment and machinery.

If the Bidder has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the Bidder shall confirm and certify that BUIDCO will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. Where such certificates are issued by BUIDCO, excise duty will not be reimbursed separately.

The Bids which do not conform to the above provisions or any condition by the Bidder which makes the bid subject to availability of customs duty/Tax exemption for

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materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be entertained as a reason for granting any extension of time.

21.5 In case there is any discrepancy/ inconsistency in a value among forms, then the value, reflected in *Kankarbagh Network Details* form and *Digha Network Details* form shall have precedence over *Kankarbagh Network Summary* form and *Digha Network Summary* form.

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## **22. COST AND CURRENCY OF BIDS**

### **22.1 Cost of the Bid**

The Bidders will bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any presentations which may be required by BUIDCO or NMCG or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the Bidders and BUIDCO, NMCG and their employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

### **22.2 Currency of the Bid**

All amounts in the Bid should be stated in Rupees. The Bidder may choose to receive payments in other currencies, and may accordingly quote in the Bid Price Sheet, in up to three foreign currencies as per Clause 2.6 of the RFP.

## **23. SIGNING OF BIDS**

- 23.1 Each Bidder (and in case of a Consortium, the Lead Member) must affix the digital signature of its authorised signatory to the soft copies of both the Qualification Proposal and the Financial Proposal, upon uploading the soft copy of the Qualification Proposal and submission of the Financial Proposal to the e-Procurement Portal.

## **24. SUBMISSION OF BIDS**

- 24.1 Each Bidder is required to upload a soft copy/scanned copy of the Qualification Proposal and soft copy of the Financial Proposal in Microsoft Excel format on the e-Procurement Portal.
- 24.2 While uploading the Bid on the e-Procurement Portal, Bidder must ensure that files containing the Qualification Proposal and scanned copies of the demand draft for Bid Security in PDF format are uploaded under the relevant head on the e-Procurement Portal. The Bidder shall be required to fill all mandatory forms and fields indicated in the e-Procurement Portal at the time of uploading its Bid.
- 24.3 The Bidders should ensure the legibility of the documents uploaded to the e-Procurement Portal.
- 24.4 The Bidder shall upload the Bid sufficiently before the specified time on the Bid

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Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Bidders on the Bid Due Date. BUIDCO and NMCG will not be responsible for any failure, malfunction or breakdown of the electronic system during the e-procurement process.

- 24.5 The Bidder should check the system generated summary of its Bid submission to confirm successful uploading of its Bid.
- 24.6 All Bids uploaded to the e-Procurement Portal will be encrypted and the encrypted Bids can only be opened by the authorised representatives of the *BUIDCO* at or after the date/time specified for opening of the Bids (Qualification Proposals).
- 24.7 Each Bidder shall submit a hard copy of the original Bid Security, Power of Attorney, Joint Bidding Agreement, etc to the *BUIDCO*, before the date and time specified in clause: 2.12(c)

It is clarified that the Bidder will not be required to submit a hard copy of its Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the Bid submitted by such Bidder shall be rejected as being non-responsive.

- 24.8 The Bid will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder/Lead Member.
- 24.9 The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, copy of online receipt towards Bid processing fee, etc will be duly sealed in an envelope, which will be super-scribed as follows:

**"DEVELOPMENT OF STP AND SEWERAGE NETWORK IN DIGHA  
AND KANKARBAGH ZONES OF PATNA**

**QUALIFICATION PROPOSAL**

**DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"**

- 24.10 The sealed envelope Bid Security, Power of Attorney, Joint Bidding Agreement, copy of online receipt towards Bid processing fee, etc will clearly indicate the name, address and contact details of the Bidder. If the envelope is not sealed, marked and submitted as instructed in this Clause 24, the BUIDCO assumes no responsibility for the misplacement or premature opening of the contents of the Qualification Proposal and consequent losses, if any, suffered by the Bidder.
- 24.11 The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, copy of online receipt towards Bid processing fee, etc will either be hand delivered

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or sent by registered post acknowledgement due or courier to the address specified in the Bid Data Sheet.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

## **25. SUBSTITUTION/WITHDRAWAL/MODIFICATION OF BIDS**

- 25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-Procurement Portal, before the deadline for submission of bids. For bid modification and consequential re-submission, the Bidder is not required to withdraw his bid submitted earlier. The last modified Bid submitted by the Bidder within the Bid Due Date shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of Bid is allowed any number of times. A bidder may withdraw his Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if the Bid is withdrawn, re-submission of the Bid is not allowed.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the Bid Due Date and the expiration of Bid validity period specified by the Bidder in the Bid Letter or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 15.5.

## **PART D. OPENING AND EVALUATION OF BIDS**

### **26. PUBLIC OPENING OF BIDS**

- 26.1 BUIDCO will publicly open all Bids that are submitted on or before the specified time on the Bid Due Date and this could be viewed by the Bidders online.
- 26.2 BUIDCO will open the soft copy of the Bids (Qualification Proposals) at the time and on the date specified in the Bid Data Sheet at the BUIDCO's address as specified in the Bid Data Sheet.

The Financial Proposals of the Bids shall remain unopened in the e-Procurement System, until the subsequent public opening in accordance with Clause 28 following the evaluation of the Qualification Proposals of the Bids.

The Bids will be opened in the presence of the Bidders whose designated representatives choose to be present. The Bidders can also view the summary of opening of Bids by logging on to the e-Procurement Portal.

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- 26.3 If the specified date for opening the Qualification Proposals is declared a holiday in *BUIDCO's* office, then the Qualification Proposals will be opened at the specified time and location on the next working day which will be notified through an addendum.
- 26.4 *BUIDCO* will prepare a record of the opening of the Bids that will include, as a minimum, the names of the Bidders from whom Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 26.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Qualification Proposals is set out in Clause 27.
- 26.6 Once the Qualification Proposals have been evaluated, all Bidders whose Qualification Proposals meet the Qualification Criteria and the Eligibility Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 28.
- 26.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Qualification Proposals is set out in Clause 27.
- 26.6 Once the Qualification Proposals have been evaluated, all Bidders whose Qualification Proposals meet the Qualification Criteria and the Eligibility Criteria, will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 28.
- 26.7 Deleted
- 26.8 Any information contained in a Bid will not in any manner be construed as binding on the *BUIDCO*, its agents, successors or assigns; but will be binding on the Bidder.

**27. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS**

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- 27.1 BUIDCO will examine the Qualification Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Qualification Proposals are generally in order. If any Bidder is found to be disqualified in accordance with the terms of the RFP or if any Qualification Proposal is found to be non-responsive or not meeting the Technical Capacity or the Financial Capacity, the Bid comprising such Qualification Proposal will be rejected by BUIDCO and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by BUIDCO in respect of such Bid.
- 27.2 Prior to evaluation of the Qualification Proposals, the Qualification Proposals will be evaluated to determine responsiveness to the RFP. A Qualification Proposal, shall be considered responsive only if:
- (a) the Qualification Proposal and all documents specified in Clause 20 are received in the prescribed formats and original documents are received as specified in Clause 24.7;
  - (b) the Bid is received by the specified time on the Bid Due Date;
  - (c) it is signed and submitted as stipulated in Clauses 23 and 24;
  - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
  - (e) it does not contain any condition or qualification.
- 27.3 BUIDCO shall evaluate and determine whether the Bidders who have submitted responsive Qualification Proposals satisfy the Eligibility Criteria and the Qualification Criteria set out at Clause 3 and Clause 4 respectively.
- 27.4 In order to determine whether the Bidder satisfies the Eligibility Criteria set out at Clause 3 and the Qualification Criteria, BUIDCO will review the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder and any additional information which BUIDCO seeks from the Bidder.
- 27.5 Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, BUIDCO reserves the right to reject the Bid submitted by such Bidder.
- 27.6 **Preliminary Examination of Bids**
- a. BUIDCO will examine each Bid to determine whether it is complete, whether any computational errors have been made, whether required securities have been



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furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

- b. Arithmetical errors in the Bids will be rectified on the following basis:
1. 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
  2. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

c. BUIDCO 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 evaluation

d. Prior to the detailed evaluation, BUIDCO will determine whether each Bid is of acceptable quality, is complete and is responsive to the Bidding Documents. For purposes of this determination, a 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,

1. that affects in any substantial way the scope, quality or performance of the contract;
2. that limits in any substantial way, inconsistent with the Bidding documents, BUIDCO's rights or the Selected Bidder's obligations under the contract; or
3. whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

e. If a Bid is not responsive, it will be rejected by BUIDCO, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. BUIDCO's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

#### **27.7 Evaluation of the Qualification Proposals**

BUIDCO will carry out a detailed evaluation of the Qualification Proposal of those Bids previously determined to be responsive. The detailed evaluation shall be computed as per criteria set out in Clause 4 Qualification Criteria, in order to determine whether the Bid stands Pass/Fail in accordance with Clause 20.1 (a) to (q). A Pass result shall be a prerequisite for opening of Financial Bids as per clause 28.

27.8 Upon completion of evaluation of the Qualification Proposals, and issuance of the Bank's no objection (if applicable), BUIDCO will notify in writing those Bidders whose Bids were considered non-responsive to the RFP or failed to meet the Qualification Criteria set out in this RFP, advising them of the following information:

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- (a) their Qualification Proposals of Bid failed to meet the requirements of the RFP and the reasons for disqualification;
  - (b) their Financial Proposals of Bid shall not be opened; and
  - (c) notify them of the date and time for public opening of Financial Proposals of the Bids.
- 27.9 BUIDCO shall, simultaneously, notify in writing those Bidders whose Qualification Proposals have been evaluated as responsive to the RFP and met all Qualifying Criteria, advising them of the following information:
- (a) their Qualification Proposal has been evaluated as responsive to the RFP and met the Qualification Criteria;
  - (b) their Financial Proposal of Bid will be opened at the public opening of the Financial Proposals; and
  - (c) notify them of the date and time on which their Financial Proposals will be opened.

## **28. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

28.1 *BUIDCO* shall open the Financial Proposals of only those Bidders whose Qualification Proposals meet the criteria set out in this RFP.

28.2 The Financial Proposals of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend. *BUIDCO* shall open the Financial Proposal of each qualified Bidder and announce the *Digha* Bid Price, the *Kankarbagh* Bid Price and the aggregate Bid Price. *BUIDCO* shall prepare the minutes of the opening of the Financial Proposals which will be signed by the representatives of the Bidders present at the time of opening.

### **28.3 Evaluation of Financial Proposal**

- (a) Following the opening of the Financial Proposals, *BUIDCO* shall evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found:
  - 1. not to be complete in all respects;
  - 2. not duly signed by the authorized signatory of the Bidder/Lead Member;
  - 3. not to be in the prescribed format; orthen such Financial Proposal shall be deemed to be substantially non-responsive. *BUIDCO* shall notify a qualified Bidder whose Financial Proposal is found to be substantially non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project and the reasons for not awarding the Project.
- (b) Financial Proposals, which are substantially responsive to the Bidding Documents (comprising RFP and *Digha-Kankarbagh* Project Agreement),

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shall be evaluated for each STP included in the scope of work, by adding various components of quoted Bid Prices for each STP in accordance with clause 2.5

- (c) BUIDCO shall compare the total evaluated Bid Prices of all responsive Financial Proposals to determine the Lowest Evaluated Bid.
- (d) The Bidder whose Bid has been determined to be the Lowest Evaluated Bid, will be the Preferred Bidder, and shall be selected for Award

## **29. CLARIFICATION ON BIDS**

- 29.1 To facilitate evaluation of the Bids, BUIDCO may, in its sole discretion, seek clarifications and/or any additional information from any Bidder regarding its Bid. Such clarification(s) will be provided within the time specified by BUIDCO for this purpose. Any request for clarification(s) and all responses to such clarification(s) will be in writing. Any clarification submitted by a Bidder that is not in response to a request by BUIDCO will not be considered.
- 29.2 If a Bidder does not provide clarifications and/or any additional information sought under Clause 29.1 within the prescribed time, its Bid may be liable for rejection. If the Bid is not rejected, BUIDCO may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of BUIDCO.

## **PART E. AWARD OF PROJECT**

### **30. LETTER OF AWARD (LOA)**

- 30.1. After declaration of the Selected Bidder, *BUIDCO* will issue the LOA to the Selected Bidder in duplicate:
  - (i) declaring it as the Selected Bidder;
  - (ii) accepting its Financial Proposal;
  - (iii) requesting it to sign and return, as acknowledgement, a copy of the LOA within 15 days of receipt of the LOA;
  - (iv) requesting it to submit the Performance Securities in accordance with Clause 16 and 16A; and
  - (v) requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire.
- 30.2 If the Selected Bidder fails to return a duly signed copy of the LOA to *BUIDCO* within 15 days of receipt of the LOA, then *BUIDCO* may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Bid Security. If *BUIDCO*

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elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

- 30.3 After notification of award in accordance with Clause 30.1, BUIDCO shall also notify all other Bidders of the results of the bidding , and shall publish in UNDB online and the Procurement Portal, results of the bidding process and the following information:
- (i) name of each Bidder who submitted a Bid;
  - (ii) results of evaluation of Qualification Proposals;
  - (iii) names of bidders whose Qualification Proposals were rejected and the reasons for their rejection
  - (iv) bid prices as read out at opening of Financial Proposals;
  - (v) name and evaluated prices of each Bid that was evaluated;
  - (vi) names of bidders whose Financial Proposals were rejected and the reasons for their rejection; and
  - (vii) name of the Selected Bidder, the Price it offered and summary scope of the contract awarded.
- 30.4 BUIDCO shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Clause 30.3, requests in writing the grounds on which its bid was not selected.

### **31. EXECUTION OF THE DIGHA-KANKARBAGH PROJECT AGREEMENT**

- 31.1 The Special Purpose Vehicle incorporated by the Selected Bidder shall execute the Digha-Kankarbagh Project Agreement as per the format provided by *BUIDCO*, with minimal changes or amendments to reflect facts or to correct minor errors. *BUIDCO* shall, within 15 days of the acceptance of the LOA by the Selected Bidder, provide the Selected Bidder with the final execution draft of the Digha-Kankarbagh Project Agreement.
- 31.2 *BUIDCO* shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Digha-Kankarbagh Project Agreement provided by *BUIDCO* under Clause 31.1.
- 31.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Digha-Kankarbagh Project Agreement, BUIDCO may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If *BUIDCO* elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.
- 31.4 Subject to satisfaction of the conditions specified in Clause 30.1 and any other conditions specified in the LOA, the Special Purpose Vehicle incorporated by the

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Selected Bidder shall execute the Digha-Kankarbagh Project Agreement within 45 days from the date of acceptance of the LOA by the Selected Bidder.

- 31.5 If the Special Purpose Vehicle fails to execute the Digha-Kankarbagh Project Agreement on or before the date specified in Clause 31.4, BUIDCO may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If BUIDCO elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 7.2 shall follow.

**SECTION IV: BID DATA SHEET**

<b>CLAUSE REFERENCE</b>	<b>REQUIRED INFORMATION</b>
1.3	Name of the Borrower: Government of India
1.3	Credit number: 4955-IN Loan number: 8065-IN Total Loan & Credit amount: US\$ 1 billion
1.3	<p><b>National Ganga River Basin Project.</b> The development of STP of 100 MLD capacity and Sewerage Network at DIGHA, in Patna, State of Bihar, India, forms a part of the above mentioned Project being undertaken by Ministry of Water Resources, River Development &amp; Ganga Rejuvenation, and Government of India.</p> <p>The development of STP of 50 MLD capacity and Sewerage Network at Kankarbagh, in Patna, State of Bihar, India, forms a part of the above mentioned Project being undertaken by Ministry of Water Resources, River Development &amp; Ganga Rejuvenation, and Government of India.</p>
1.6	<p>The combined STP capacity is about 150 MLD (100 MLD in Digha and 50 MLD in Kankarbagh);</p> <p>The Sewerage Network is about 438 Km (303 km in Digha and 150 km in Kankarbagh) in length; the number of Sewage Pumping Stations are four (02 in Digha and 02 in Kankarbagh) of (peak) capacity(a) <b>104 MLD and 103 MLD in Digha</b> (b) <b>90 MLD and 110 MLD in Kankarbagh.</b></p> <p>The work is to be carried out at Digha and Kankarbagh in Patna in the State of Bihar</p>
1.6	<p><b>Digha STP Facilities:</b> The maximum area of land available and allocated for setting up the Sewage Treatment Plant is 5.5 Ha, details of which is provided in Annexure 12 of this RfP</p> <p><b>Digha Sewerage Network Facilities:</b> The maximum area of land available and allocated for setting up the Sewage Pumping Station and all appurtenant structures is at Boring Road Opp. of AN Collage is 1100 Square meters and SPS at Crossing of Kurji Drain and Railway line is proposed. There is sufficient land for the purpose SPS is approximate 1100 square meter. Status of ownership of the land: The land ownership details are as mentioned in the Annexure - 12.</p>

CLAUSE REFERENCE	REQUIRED INFORMATION
	<p><b>Kankarbagh STP Facilities:</b> The maximum area of land available and allocated for setting up the Sewage Treatment Plant is 2.94 Ha, details of which is provided in Annexure 12 of this RfP.</p> <p><b>Kankarbagh Sewerage Network Facilities</b> The maximum area of land available and allocated for setting up the Sewage Pumping Station and all appurtenant structures is at At Yogipur/Ganga Bhawan is 1100 Square meters and SPS at Crossing of Near Khemini Chak &amp; Ford Hospital (NH-98)is proposed. There is sufficient land for the purpose SPS is approximate 1100 square meter.</p> <p>Status of ownership of the land: The land ownership details are as mentioned in the Annexure -12.</p>
3.5	The electronic address of firms and individuals debarred by the Bank is: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
8.1 a	<p>Address of Owner/Executing Agency: <b>The Managing Director, Bihar Urban Infrastructure Development Corporation Limited,</b> SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path Road no-2, R- Block, Patna 800001 Ph. No.- 0612-2506109 Fax No.- 91-612-2506132 Web-<a href="http://buidco.in">http://buidco.in</a> Email – <a href="mailto:tenders@buidco.in">tenders@buidco.in</a>, <a href="mailto:cgmbuidco@gmail.com">cgmbuidco@gmail.com</a></p> <p><b>Bihar, India.</b></p>
8.1 a	A request for clarification of the Bidding Documents shall be received no later than 3 days prior to the pre-bid meeting at the BUIDCO’s contact details as indicated above alongwith soft copy in editable form at the e-mail address indicated above.
2.11	<p>Data <b>will be available from the date of bid invitation</b></p> <p>In case of additional data, the following may be used</p> <p><b>Bihar Urban Infrastructure Development Corporation Limited,</b> SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path Road no-2, R- Block, Patna 800001 Ph. No.-0612-2506109 Fax No.-91-612-2506132 Web-<a href="http://buidco.in">http://buidco.in</a> Email – <a href="mailto:tenders@buidco.in">tenders@buidco.in</a></p>
8.2	<p><b>Venue and time of pre-bid meeting:</b></p> <p>Conference Room, <b>Bihar Urban Infrastructure Development Corporation Limited,</b> SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path</p>

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<b>CLAUSE REFERENCE</b>	<b>REQUIRED INFORMATION</b>
	<p>Road no-2, R- Block, Patna 800001 Ph. No.-0612-2506109 Fax No.-91-612-2506132 Email – <a href="mailto:tenders@buidco.in">tenders@buidco.in</a></p> <p><b>Date : 05.06.2018 Time: 11.00 am.</b> The proceedings of the pre-bid meeting, reply to the queries and corrigendum if any will also be uploaded <b>in the e- Procurement portal or/and <a href="http://www.buidco.in">www.buidco.in</a></b></p>



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<b>CLAUSE REFERENCE</b>	<b>REQUIRED INFORMATION</b>
8.1	Address of Owner/Executing Agency, telephone, email and facsimile of contact persons: <b>The Managing Director, Bihar Urban Infrastructure Development Corporation Limited, SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path Road no-2, R- Block, Patna 800001 Ph. No.-0612-2506109 Fax No.-91-612-2506132</b>

CLAUSE REFERENCE	REQUIRED INFORMATION	
2.14,2.10,2.15,8.1a, 2,12	<b>Event</b>	<b>Date/Location</b>
	Date of issue of bid documents	From 15.05.2018 Through website www.eproc.bihar.gov.in
	Last date for receiving queries from Bidders	Date: 02.06.2018 Time: 06:00 PM
	Place and Date of Pre-bid meeting	Date: 05.06.2018 Time : 11:00 AM
	Issue of Addendum/ Revised Bid Document by	Date 15.06.2018
	Last date and time for receipt (upload) of bids	Date 16.07.2018 up to 04:00 PM
	Last Date and time for Submission of Power of Attorney, Bid Security, copy of online receipt towards Bid processing fee, and Joint Bidding Agreement	Date 17.07.2018 upto 12:00 Noon
	Time and date of opening bids (Qualification proposals)	Date 17.07.2018 at 01:00 PM
	Time and date of opening financial proposal	Date 31.07.2018 at 11:00 AM
	Place of opening of bid:	Through website www.eproc.bihar.gov.in
	Issue of LOA	Within 21 days from the date of opening of Financial Proposals
	Signing of the Digha-Kankarbagh Project Agreement	Within 45 days from the date of acceptance of LOA by the Selected Bidder
	2.5.7	<p>Status and Ownership of Land : The land for Pumping Station is proposed at existing Pumping Station Site , which is Govt. Land.</p> <p>Disposal of Screenings/ Sludge from STP/SPS: Municipal Solid Waste Dumping Site of Patna Municipal Corporation Situated at Village Bairiya on the Gaya Road</p>

CLAUSE REFERENCE	REQUIRED INFORMATION
	Distance of location of screenings/ sludge disposal site from SPS/STP: Within 15 km from Digha and Kankarbagh SPS/STP
10.3	Shri Kumar Vivek e-mail: kumar.vivek.dba@gmail.com Mobile: 8544413112
20.3	Sub-contracting is allowed.
21.2.1	Period for Survey, Review of designs, redesign where Necessary, construction, testing, commissioning etc of the Sewerage Network Facilities including survey, design, construction of one Pumping Station and all appurtenant structures and allied works is: 31 months
21.2.1	The prices quoted by the Bidder for BOQ items, i.e. Part A of the Bid Prices <i>shall be</i> subject to price adjustment and it shall be carried out in accordance with Schedule 21 and Schedule 33 of Conditions of Contract.
21.2.1	The prevailing Electricity Tariff referred to as ‘Base Rate of Electricity Tariff’ is INR 10 per KWh.
24.1,24.2	<p><b>Address of Bid submission:</b> SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path Road no-2, R- Block, Patna 800001 Ph. No.-0612-2506109 Fax No.-91-612-2506132 Web-http://buidco.in Email – <a href="mailto:tenders@buidco.in">tenders@buidco.in</a></p> <p>In the event specified date is declared as a holiday for the Owner, bids will be received up to the appointed time on the next working day which will be notified through an addendum</p>
24.1,24.2 and 26	<p><b>Location, date and time of opening of Bid:</b> <b>Bihar Urban Infrastructure Development Corporation Limited,</b> SFC Building, 2<sup>nd</sup> floor, Daroga Rai Path Road no-2, R- Block, Patna 800001 Ph. No.-0612-2506109 Fax No.-91-612-2506132 Web-http://buidco.in Email – <a href="mailto:tenders@buidco.in">tenders@buidco.in</a></p> <p>In the event specified date is declared as a holiday for the Owner, bids will be opened on the appointed time on the next working day which will be notified through an addendum.</p>



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## ANNEXURE 1A : FORMAT OF BID LETTER

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form which should be deleted from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Invitation for Bid No.:** *[insert identification]*

Date:

Place:

To,

***BUIDCO  
Digha  
Patna -***

**Sub: Bid for Development of Sewage Treatment Plant and Sewerage Network at Digha and Kankarbagh zones, Patna, Bihar**

Sir/Madam,

We, the undersigned, hereby submit our Bid in respect of the above mentioned project and complying with the Request for Proposal (RFP) issued by the *BUIDCO* in two separate Folders in accordance with ITB 20 as under:

- (i) Qualification Proposal, as submitted through this letter in accordance with ITB 20; and
- (ii) Financial Proposal – comprising the Bid Price Sheet, which has been filled and submitted online in the separate Folder.

In submitting the Qualification Proposal, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding documents, namely Request (RFP) and the Digha-Kankarbagh Project Agreement

- 
- issued by the *BUIDCO*, including Addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
  - (c) **Conformity:** We submit this offer to qualify as a Bidder and to execute the contract for the design, finance, construction, completion, operation and maintenance of the Facilities in accordance with the Digha-Kankarbagh Project Agreement.
  - (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in ITB 14.1 (or as amended if applicable) from the Bid Due Date as specified in ITB 19 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security and an Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with ITB 16;
  - (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Member of a Consortium or Joint Venture member, and meet the requirements of ITB17;
  - (g) **No Separate Bid from Associates:** We declare that we and our Associates are not submitting separate Bids;
  - (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, associates or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Executing Agency's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
  - (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 3.1 (a)];*
  - (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract, until a formal contract is prepared and executed;
  - (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Preferred Bid or any other Bid that you may receive;
  - (l) In the event being declared as the Selected Bidder, we agree to incorporate a Special Purpose Vehicle, which will enter into a Digha-Kankarbagh Project Agreement provided by the *[Executing Agency]*. We agree not to seek any changes in or deviations from the aforesaid draft Digha-Kankarbagh Project Agreement and agree to abide by the same; and

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(m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

\*: In the case of the Bid submitted by Consortium/Joint Venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

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**ANNEXURE 1B : DESCRIPTION OF THE BIDDER**

1. (a) Name:  
(b) Country of incorporation:  
(c) Principal Address:  
(d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business: [*Note. Such description shall not exceed 5 type-written pages.*]
3. Details of individual(s) who will serve as the point of contact/communication for BUIDCO and NMCG:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-mail Address:
  - (f) Fax Number:
4. In case of a Consortium:
  - (a) The information above (1-3) should be provided for all the Members of the Consortium.
  - (b) Additional information regarding each Member of the Consortium should be provided as per table below:

<b>S.</b>	<b>Name of Member</b>	<b>Proposed percentage holding in the total Capital of the SPV</b>
1.		
2.		
3.		



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**ANNEXURE 1C - FORMAT OF POWER OF ATTORNEY AUTHORISING THE  
SIGNATORY OF THE BID**

(on Stamp Paper)

Know all men by these presents, We ..... (*name of the Company and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (*name*), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the *Development of Sewage Treatment Plant and Sewerage Network at Patna Project* proposed or being developed by the Bihar Urban Infrastructure Development Corporation Limited (**BUIDCO**) and the National Mission for Clean Ganga (**NMCG**), including but not limited to signing and submission of all Bid documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BUIDCO, representing us in all matters before BUIDCO and NMCG, signing and execution of all contracts including the Digha-Kankarbagh Project Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with BUIDCO and NMCG in all matters in connection with or relating to or arising out of our Bid for the Project and/or upon award of the Project to us and/or till the entering into of the Digha-Kankarbagh Project Agreement with BUIDCO and NMCG.

**AND** we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF  
....., 20.....

For  
  
.....  
(Signature, name, designation and address)

Witnesses:

1.

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2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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**ANNEXURE 1D - FORMAT OF CERTIFICATE FROM THE STATUTORY  
AUDITOR FOR NET WORTH AND COMPLIANCE WITH OTHER  
FINANCIAL QUALIFICATION CRITERIA**

*(On the letter head of the statutory auditor of the Bidder/Member)*

Based on the books of accounts of *(insert name of the Bidder/Member)* (**Bidder/Member**) and other published information authenticated by it, this is to certify that:

- (a) As on *(insert date)*, the Bidder's/Member's Net Worth is Rs..... (Rupees .....).

Further, the annual Net Worth as per the balance sheets of past 3 Financial Years (including the above) exceeds Rs. *[mention amount in figures and words]*. The details are provided below:

<b>Financial Year</b>	<b>Net Worth (Rs. Crores)</b>
Financial Year [ ]	
Financial Year [ ]	
Financial Year [ ]	

The Net Worth of ..... has been calculated in accordance with the terms set out in the Request For Proposal (**RFP**) issued by BUIDCO on *[insert date]*.

- (b) Deleted
- (c) Deleted
- (d) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 Financial Years preceding the Bid Due Date:
- (i) undergoing any corporate debt restructuring or similar process under the laws of the country of its incorporation;having been categorized as a willful defaulter in accordance with Applicable Laws;
  - (ii) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
  - (iii) having been declared by a court or other competent authority as being unable to pay its debts, or
  - (iv) having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

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Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

**ANNEXURE 1E – EXPERIENCE RELATED FORMATS**

**PART IA - FORMAT OF DETAILS OF THE ELGIBLE SEWAGE  
TREATMENT PLANT**

<b>Item (1)</b>	<b>Refer Instruction</b>	<b>Details of the Project</b>
Entity claiming experience		
Capacity of the project and technology		
Entity for which project was developed/designed and constructed/constructed	(2)	
Cost of the project		
Location		
Date of award, completion/ commissioning of project/Status of project	(3), (4)	
Whether credit is being taken for the experience of an Associate (Yes/No)	(5)	
In case of development experience, shareholding in the company developing and owning the project	(6)	
Confirmation that the STP is or was successfully operational for at least 24 consecutive months in the 7 years immediately preceding the Bid Due Date	(7)	

**PART IB**  
**FORMAT OF DETAILS OF THE ELGIBLE SEWERAGE NETWORK**

Item (1)	Refer Instruction	Details of the Project
Entity claiming experience		
Capacity of the project and technology		
Entity for which project was developed/designed and constructed/constructed	(2)	
Cost of the project		
Location		
Date of award, completion/ commissioning of project/Status of project	(3), (4)	
Whether credit is being taken for the experience of an Associate (Yes/No)	(5)	
In case of development experience, shareholding in the company developing and owning the project	(6)	
Confirmation that the Sewerage Network is or was successfully operational for at least 24 consecutive months in the 7 years immediately preceding the Bid Due Date	(7)	

***Instructions for filling up Part 1A and IB:***

- (1) *Bidders are expected to provide information in respect of the projects for which they are claiming design and construction/development experience. A separate sheet should be filled for each project.*
- (2) *In case of development experience, details such as name, postal address, email address and contact details of the authority/implementing agency (i.e., concession grantor) should be provided. In case of design and construction experience, details such as name, postal address, email address and contact details of both the developer (i.e., the concessionaire) and the authority/implementing agency (i.e., the concession grantor) should be provided.*

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- (3) *The date of award of the project and completion or commissioning of the project, as the case may be, should be indicated.*
  - (4) *In case of development experience, the completion certificate/commissioning certificate issued by the relevant government authority and signed by the executive engineer or an equivalent officer, certifying the date of award of the project, the date of completion/commissioning of the project and that the project has been commissioned and completed (as required under the relevant concession agreement or similar contract) should be provided.*  
*In case of design and construction experience, the completion certificate/commissioning certificate issued by the client and signed by a duly authorized officer, certifying the date of award of the project, the date of completion/commissioning of the project and that the project has been successfully commissioned and completed (as required under the relevant concession agreement or similar contract for the STP/Sewerage Network) should be provided.*
  - (5) *In the event that credit is being taken for the experience of an Associate, the Bidder should also provide a certificate in the format set out at Annexure 1G.*
  - (6) *A certificate from the statutory auditor should be furnished stating the shareholding in the entity developing the project in the format set out at Annexure 1F.*
  - (7) *A certificate issued by the relevant government authority specifying the number of years for which the STP has been successfully operational, in accordance with the relevant concession agreement or similar contract executed for the STP/Sewerage Network, should be provided.*
  - (8) *Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.*
  - (9) *It may be noted that in the absence of any detail in the above format and/or the certificate(s) issued by the relevant government authority/client, the information would be considered inadequate and could lead to exclusion of the relevant project in determining whether the Bidder meets the Qualification Criteria.*

## PART II

### FORMAT OF DETAILS OF THE OPERATION AND MAINTENANCE (O&M) OF ELIGIBLE SEWAGE TREATMENT PLANT

Item (1)	Refer Instruction	Details of the Project
Entity claiming experience		
Capacity of the project and technology		
Entity for which project being operated and maintained	(2)	
Location		
Duration for which O&M experience is being claimed (From month, year to month, year)	(3)	
Whether credit is being taken for the experience of O&M as an Associate (Yes/No)	(4)	
Confirmation that the STP is or was operated and maintained for at least 24 consecutive months in the 7 years immediately preceding the Bid Due Date		

**Instructions for filling up Part II:**

- (1) Bidders are expected to provide information in respect of the projects for which they are claiming O&M experience. A separate sheet should be filled for each project.
- (2) Details such as name, postal address, email address and contact details of the authority/implementing agency (i.e., concession grantor) should be provided.
- (3) The start date and end date (if applicable) of O&M of the project, should be indicated, for which O&M experience is being claimed
- (4) In the event that credit is being taken for the experience of an Associate, the Bidder should also provide a certificate in the format set out at Annexure 1G.
- (5) A certificate issued by the relevant government authority specifying the number of years for which the STP has been operated and maintained, in accordance with the relevant contract executed for the STP, should be provided.
- (6) Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a



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*Consortium in respect of the same experience shall be permitted in any manner whatsoever.*

- (7) *It may be noted that in the absence of any detail in the above format and/or the certificate(s) issued by the relevant government authority/client, the information would be considered inadequate and could lead to exclusion of the relevant project in determining whether the Bidder meets the Qualification Criteria.*

**ANNEXURE 1F - STATUTORY AUDITOR CERTIFICATES**

**Part A**

**FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR  
REGARDING DEVELOPMENT EXPERIENCE FOR SEWAGE TREATMENT  
PLANT**

Based on its book of accounts and other published information authenticated by it, this is to certify that ..... (*name of the Bidder/Member/Associate*) is/was an equity shareholder in ..... (*title of the project company*) which developed an STP of [*Insert capacity of STP*] MLD at [*Insert location of STP*] for [*Insert name of implementing agency*] and held/holds Rs. ....cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of [*Insert name of the project company*] as on the [Bid Due Date/commercial operations date/date of issuance of the completion certificate or any other equivalent certificate by the relevant government authority.] for such STP.

Name of the audit firm:

Seal of the audit firm:  
authorised signatory)

(Signature, name and designation of the

Date:

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**Part B**  
**FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR**  
**REGARDING DEVELOPMENT EXPERIENCE FOR SEWERAGE NETWORK**

Based on its book of accounts and other published information authenticated by it, this is to certify that ..... (*name of the Bidder/Member/Associate*) is/was an equity shareholder in ..... (*title of the project company*) which developed a Sewerage Network of [*Insert length of network*] KM at [*Insert location of network*] for [*Insert name of implementing agency*] and held/holds Rs. ....cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of [*Insert name of the project company*] as on the [Bid Due Date/commercial operations date/date of issuance of the completion certificate or any other equivalent certificate by the relevant government authority.] for such Sewerage Network.

Name of the audit firm:

Seal of the audit firm:  
authorised signatory)

(Signature, name and designation of the

Date:

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**ANNEXURE 1G - FORMAT OF SELF-ATTESTED CERTIFICATE  
REGARDING ASSOCIATE**

**Self-Attested Certificate regarding Associate**

Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Bidder/Member/ Associate) is held, directly or indirectly, by ..... (name of Bidder/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[..... (name of Bidder/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of ..... (Bidder/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/Member and the Associate. In the event the Associate is under common Control with the Associate/Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein. }

Name of the Bidder/Member:

Seal of the Bidder/Member:

(Signature, name and designation of the authorised signatory).

Date:

**ANNEXURE 1H - FORMAT OF INFORMATION ON LITIGATION**

(To be provided by the Bidder/each Member)

<b>S. No.</b>	<b>Name</b>	<b>Forum and Counterparty</b>	<b>Brief Description of the matter</b>	<b>Estimated financial liability</b>	<b>Current Status of Litigation</b>	<b>Orders passed against the Bidder/Member</b>

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**ANNEXURE 1I - FORM OF BID SECURITY (BANK GUARANTEE)**

**(in stamp paper)**

**B.G.No:**

**Dated:**

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 of .....for 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 Clause 15.1 of the RFP. The details related to the Bid Security are set out in the same Clause 15.1 of the RFP.]*

The CONDITIONS of this obligation are:

- a. if the Bidder withdraws its Bid during the Bid validity period; or
- b. if the Bidder, having been notified of the acceptance of its Bid by BUIDCO during the period of Bid validity,
  1. fails to sign the Digha-Kankarbagh Project Agreement as and when required by Bid Data Sheet; or
  2. fails to provide the performance security to BUIDCO in accordance with and when required by Clause 16 of the RFP.

We undertake to pay to BUIDCO up to the above amount upon receipt of its first written demand, without BUIDCO having to substantiate its demand, provided that in its demand BUIDCO 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 45 days after the expiry of the Bid Validity Period and it may be extended by BUIDCO 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.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

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: \_\_\_\_\_

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**ANNEXURE 1J - FORMAT OF POWER OF ATTORNEY FOR APPOINTING  
LEAD MEMBER**

(On Requisite Stamp Paper)

Whereas BUIDCO has invited Bids from interested parties for the **NMCG-BUIDCO Development of Sewage Treatment Plant and Sewerage Network at Patna** (the Project).

Whereas, ....., ..... and ..... (collectively, the **Consortium**) being Members of the Consortium are interested in submitting a Bid for the Project in accordance with the terms and conditions of the Request for Proposal (**RFP**) issued by BUIDCO on [*Insert Date*], and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its implementation.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., ..... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bid Process and, in the event the Consortium is awarded the Project, during the implementation of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of the Consortium's Bid for the Project, including but not limited to signing and submission of all Bid related documents and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with *BUIDCO* and the National Mission for Clean Ganga, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/or upon award of the Project and/or till the Digha-Kankarbagh Project Agreement is entered into with BUIDCO and the National Mission for Clean Ganga.



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**AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(To be executed by all the Members of the Consortium)

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Instructions:

- (1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- 
- (2) *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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## ANNEXURE 1K - FORMAT OF JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT ("**Agreement**") is entered into on this [●] Day of [●] 201[●]

AMONGST

1. [●], with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], with its registered office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

[[AND

3. [●], with its registered office at [●] (referred to as the **Third Part** which expression will, unless repugnant to the context include its successors and permitted assigns).]

The above mentioned parties of the FIRST [and] [,] SECOND, [and] [,] [THIRD] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

### WHEREAS

- (A) *BUIDCO* (which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal No. [\_\_\_] dated [\_\_\_] (the **RFP**) for selection of a Bidder for the design, finance, construction, completion, operation and maintenance of the STP Facilities and Sewerage Network Facilities in *Patna*, in accordance with the Digha-Kankarbagh Project Agreement (the **Project**).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

1. **Definitions and interpretations**

---

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act for entering into the Digha-Kankarbagh Project Agreement with NMCG and *BUIDCO* for undertaking the Project.
- 3.2 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

**4. Role of the Parties**

- 4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.
- 4.2 Party of the Second Part will be [ ].
- [4.3 Party of the Third Part will be [ ].]

**5. Shareholding in the SPV**

- 5.1 The Parties agree that the proportion of shareholding among the Parties in the SPV will be as follows:

First Party:  
Second Party:  
[Third Party:]

- 5.2. The Parties undertake that:

- 
- (a) the First Party, acting as the Lead Member of the Consortium, will control the SPV and subscribe for and hold a minimum of 26% of the total Capital and voting rights of the SPV from the Effective Date until 3 years after the COD; and
  - (b) the [Second and/or the Third] Party, whose [Technical Capacity and/or Financial Capacity] is being assessed, will hold at least 26% of the total Capital and voting rights of the SPV from the Effective Date until 3 years after the COD.

5.3. The Parties undertake that they will comply with all equity lock-in requirements set out in this Agreement and in the Digha-Kankarbagh Project Agreement.

## **6. Representations of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any applicable law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- 
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
  - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
  - (e) there is no suspension or termination of any contract of any Party and/or calling of any performance security by an employer for reasons related to the non-compliance by such Party with any ESHS requirements or safeguard in the past 5 years that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **7. Termination**

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Digha-Kankarbagh Project Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security as per the RFP.

## **8. Miscellaneous**

- 8.1 This Agreement will be governed by the laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of *BUIDCO*.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.  
 [Any other party to be added and included]

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE THIRD PART by:	
Signature) (Name) (Designation) (Address)	

In the presence of:

1

2.

***Instruction:***

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

**ANNEXURE 1L - FORMAT OF ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION**

*[The following table shall be filled by the Bidder or each Member, in case of a Consortium]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Member: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section II, Eligibility and Qualification Criteria			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, and Safety (ESHS) performance since the <i>[insert the date]</i> specified in Section II, Eligibility and Qualification Criteria, Clause 3.5(e).			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or performance security called by an employer(s) for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the <i>[insert the date]</i> specified in Section II, Eligibility and Qualification Criteria, Clause 3.5(e).			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance security called by an employer(s) for reasons related to ESHS performance</b>			



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Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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**ANNEXURE 2A - EXPERIENCE CERTIFICATE FOR LARGE DIAMETER  
SEWER LINE**

*(On the letter head of the Bidder/ Member)*

From

*[insert name of Bidder/Member]  
[insert address of Bidder/Member]*

Date: *[insert date]*

To  
**BUIDCO**  
Patna, Bihar

Dear Sir,

Sub: Experience Certificate for Sewer Line with minimum diameter 1500 millimeter and length one kilometer for the Development of Sewage Treatment Plant and Sewerage Network at Patna

We, the undersigned ..... *[insert name of the Bidder/ Member]* having read, examined and understood in detail the RFP for development of the Project, hereby confirm that we have *[developed]/[designed and constructed]* <sup>8</sup> sewer line with minimum design requirement in the following project:

Diameter (in mm) and Length (in km) of sewer line meeting threshold requirement	Location	Entity for which sewer line was built	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the sewer line was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the sewerage

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network; and (2) the sewerage network [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

If selected as the Selected Bidder, we undertake that the Concessionaire shall design and construct the sewer network in accordance with the Digha-Kankarbagh Project Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

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**ANNEXURE 2B - EXPERIENCE CERTIFICATE FOR USE OF TRENCHLESS TECHNOLOGY FOR LAYING SEWER NETWORK**

*(On the letter head of the Bidder/ Member)*

From

*[insert name of Bidder/Member]*  
*[insert address of Bidder/Member]*

Date: *[insert date]*

To  
**BUIDCO**  
Patna, Bihar

Dear Sir,

Sub: Experience Certificate for sewer line of a minimum length of 200 meters using trenchless technology for the Development of Sewage Treatment Plant and Sewerage Network at Patna

We, the undersigned ..... *[insert name of the Bidder/ Member]* having read, examined and understood in detail the RFP for development of the Project, hereby confirm that we have *[developed]/[designed and constructed]*<sup>9</sup> sewer line of minimum 200 meters using trenchless technology in the following project:

Length (in meters) of sewer line built using trenchless technology	Location	Entity for which the sewerage network was developed	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the sewer line was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the sewerage

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network; and (2) the sewerage network [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

If selected as the Selected Bidder, we undertake that the Concessionaire shall design and construct the sewer network in accordance with the Digha-Kankarbagh Project Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

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**ANNEXURE 2C - EXPERIENCE CERTIFICATE FOR BIOGAS POWER PLANT**

*(On the letter head of the Bidder/ Member)*

From

*[insert name of Bidder/Member]*  
*[insert address of Bidder/Member]*

Date: *[insert date]*

To  
**BUIDCO**  
Patna, Bihar

Dear Sir,

Sub: Experience Certificate for Biogas Power Plant for the Development of Sewage Treatment Plant and Sewerage Network at Pana

We, the undersigned ..... *[insert name of the Bidder/ Member]* having read, examined and understood in detail the RFP for development of the Project, hereby confirm that we have *[developed]/[designed and constructed]*<sup>10</sup> the following biogas power plant based on STP effluent:

Capacity of the biogas power plant	Location	Entity for which biogas plant was set up	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the biogas power plant was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the biogas power

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plant; and (2) the biogas power plant [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

If selected as the Selected Bidder, we undertake that the Concessionaire shall set up a biogas power plant in accordance with the Digha-Kankarbagh Project Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

---

**ANNEXURE 3A - CONSENT LETTER FOR EXPERIENCE IN LAYING  
LARGE DIAMETER SEWER LINE**

*(On the letter head of the entity issuing the consent letter)*

From

*[insert name of the entity issuing the consent letter]  
[insert address of the entity issuing the consent letter]*

Date: *[insert date]*

To  
BUIDCO  
Patna, Bihar

Dear Sir,

Sub: Consent Letter for Experience of laying sewer line of minimum diameter 1500 millimeter and minimum length one kilometer for the Development of Sewage Treatment Plant and Sewerage Network at Patna Project

We, the undersigned ..... *[insert name of the entity issuing the consent letter]* hereby confirm that we have *[developed]/[designed and constructed]*<sup>11</sup> the following sewer line with minimum diameter 1500 millimeter and minimum length one kilometer :

Length (in meters) of sewer line built using trenchless technology	Location	Entity for which the sewerage network was developed	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the sewer line was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the sewerage

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network; and (2) the sewer network [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

We hereby agree that if [*Insert name of the single Bidder/details of Consortium*] is selected as the Selected Bidder, we shall enter into a contract with the special purpose vehicle incorporated by the Selected Bidder to design and develop sewer network in accordance with the Digha-Kankarbagh Project Agreement:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

---

**ANNEXURE 3B - CONSENT LETTER FOR EXPERIENCE FOR USE OF  
TRENCHLESS TECHNOLOGY FOR LAYING SEWER NETWORK**

*(On the letter head of the entity issuing the consent letter)*

From

*[insert name of the entity issuing the consent letter]*

*[insert address of the entity issuing the consent letter]*

Date: *[insert date]*

To

BUIDCO

Patna, Bihar

Dear Sir,

Sub: Consent Letter for Experience for sewer line of a minimum length of 200 meters using trenchless technology for the Development of Sewage Treatment Plant and Sewerage Network at Patna

We, the undersigned ..... *[insert name of the entity issuing the consent letter]* hereby confirm that we have *[developed]/[designed and constructed]*<sup>12</sup> sewer line of minimum 200 meters using trenchless technology in the following project:

Length (in meters) of sewer line built using trenchless technology	Location	Entity for which the sewerage network was developed	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the sewer line was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the sewerage

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network; and (2) the sewer network [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

We hereby agree that if [*Insert name of the single Bidder/details of Consortium*] is selected as the Selected Bidder, we shall enter into a contract with the special purpose vehicle incorporated by the Selected Bidder to develop a sewer network in accordance with the Digha-Kankarbagh Project Agreement:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

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**ANNEXURE 3C - CONSENT LETTER FOR EXPERIENCE FOR BIOGAS  
POWER PLANT**

*(On the letter head of the entity issuing the consent letter)*

From

*[insert name of the entity issuing the consent letter]  
[insert address of the entity issuing the consent letter]*

Date: *[insert date]*

To  
BUIDCO  
Patna, Bihar

Dear Sir,

Sub: Consent Letter for Experience for Biogas Power Plant for the Namami Gange *[City name]* STPs / Sewerage Network PPP Project

We, the undersigned ..... *[insert name of the entity issuing the consent letter]* hereby confirm that we have *[developed]/[designed and constructed]*<sup>13</sup> the following biogas power plant based on STP effluent:

Capacity of the biogas power plant	Location	Entity for which biogas plant was set up	Date of completion	Duration for which O&M experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the biogas power plant was developed or designed and constructed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the biogas power plant; and (2) the biogas power plant *[was/has been]* in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

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We hereby agree that if [*Insert name of the single Bidder/details of Consortium*] is selected as the Selected Bidder, we shall enter into a contract with the special purpose vehicle incorporated by the Selected Bidder to develop a biogas power plant at the *Digha* Site in accordance with the Digha-Kankarbagh Project Agreement:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,  
Yours truly,

.....  
(Name and signature of Authorized Signatory)

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**ANNEXURE 3D - CONSENT LETTER FOR EXPERIENCE OF DESIGNING  
STP AND SEWERAGE NETWORK**

*(On the letter head of the entity issuing the consent letter)*

From

*[insert name of the entity issuing the consent letter]*

*[insert address of the entity issuing the consent letter]*

Date: *[insert date]*

To

BUIDCO

Patna, Bihar

Dear Sir,

Sub: Consent Letter for Experience of Designing and Constructing STPs and Sewerage Network projects for the Namami Gange *[City name]* STPs / Sewerage Network PPP Project

We, the undersigned ..... *[insert name of the entity issuing the consent letter]* hereby confirm that we have designed the following [STP] / [Sewerage Network] projects:

Capacity of the project	Location	Entity for which project was set up	Date of completion	Duration for which experience is being claimed (From month, year to month, year)

The certificate(s) issued by relevant government authorities to demonstrate that: (1) the [STP] / [Sewerage Network] was designed in the 7 years immediately preceding the Bid Due Date in accordance with the contract executed for the [STP] / [Sewerage Network]; and (2) the [STP] / [Sewerage Network] [was/has been] in successful operation for at least 24 months in the 7 years immediately preceding the Bid Due Date; have been attached.

We hereby agree that if *[Insert name of the single Bidder/details of Consortium]* is selected as the Selected Bidder, we shall enter into a contract with the special purpose vehicle

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incorporated by the Selected Bidder to develop a [STP] / [Sewerage Network] for designing the Project in accordance with the Digha-Kankarbagh Project Agreement:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Thanking you,

Yours truly,

.....

(Name and signature of Authorized Signatory)

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**ANNEXURE 4 A - FORM OF DIGHA STP 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 Operator] (hereinafter called "the Bidder") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, concerning a contract to design, develop, finance, construct, operate and maintain the STP Facilities on the STP Site, and survey, review the designs, redesign where necessary and build the Sewerage Network Facilities on the Sewerage Network Site and after the expiry of the Term, transfer the Facilities, in Patna (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 Operator 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 later of:

- (a) twenty six months after the Appointed Date, as defined in the Contract; or
- (b) one month from the Digha Commercial Operations Date, as defined in the Contract.

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 (URDG) 2010 Revision, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

Yours truly,

[Name of Bank]

\_\_\_\_\_  
Authorised Signature



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**ANNEXURE 4 B - FORM OF KANKARBAGH STP 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 Operator] (hereinafter called "the Bidder") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, concerning a contract to design, develop, finance, construct, operate and maintain the STP Facilities on the STP Site, and survey, review the designs, redesign where necessary and build the Sewerage Network Facilities on the Sewerage Network Site and after the expiry of the Term, transfer the Facilities, in Patna (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 Operator 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 later of:

- (a) twenty six months after the Appointed Date, as defined in the Contract; or
- (b) one month from the Commercial Operations Date, as defined in the Contract.

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 (URDG) 2010 Revision, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

Yours truly,

[Name of Bank]

\_\_\_\_\_  
Authorised Signature

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**ANNEXURE 5 A - FORMAT OF DIGHA STP ENVIRONMENTAL, SOCIAL,  
HEALTH AND SAFETY (ESHS) PERFORMANCE SECURITY**

**ESHS Demand Guarantee**

*[On requisite stamp paper]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *BUIDCO* with its registered office –*[insert address]*

**Date:** *[Insert date of issue]*

**ESHS PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called **the Applicant**) has been selected as the Selected Bidder for award of contract by the Beneficiary for undertaking the Project (hereinafter called the **Contract**).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee to secure the Concessionaire's ESHS obligations is required to be submitted by the Applicant prior to signing of the Contract.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR [] (Rupees []) (*Insert amount equal to [1%] of the relevant Bid Project Cost*), such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be valid for the term of the Contract, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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**ANNEXURE 5 B - FORMAT OF KANKARBAGH STP ENVIRONMENTAL,  
SOCIAL, HEALTH AND SAFETY (ESHS) PERFORMANCE SECURITY**

**ESHS Demand Guarantee**

*[On requisite stamp paper]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *BUIDCO* with its registered office –*[insert address]*

**Date:** *[Insert date of issue]*

**ESHS PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called **the Applicant**) has been selected as the Selected Bidder for award of contract by the Beneficiary for undertaking the Project (hereinafter called the **Contract**).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee to secure the Concessionaire's ESHS obligations is required to be submitted by the Applicant prior to signing of the Contract.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR [] (Rupees []) (*Insert amount equal to [1%] of the relevant Bid Project Cost*), such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be valid for the term of the Contract, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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## ANNEXURE 6 - LIST OF PUBLIC FINANCIAL INSTITUTIONS

Presently the following institutions have been declared as Public Financial Institutions:

1. The Industrial Credit and Investment Corporation of India Limited, a company formed and registered under the Indian Companies Act, 1913;
2. The Industrial Finance Corporation of India, established under section 3 of the Industrial Finance Corporation Act, 1948;
3. The Industrial Development Bank of India, established under section 3 of the Industrial Development Bank of India Act, 1964;
4. The Life Insurance Corporation of India, established under section 3 of the Life Insurance Corporation Act, 1956;
5. The Unit Trust of India, established under section 3 of the Unit Trust of India Act, 1963.
6. The Infrastructure Development Finance Company Limited, a company formed and registered under the Companies Act, 1956.
7. The Industrial Reconstruction Corporation of India;
8. The General Insurance Corporation of India;
9. The National Insurance Company Limited;
10. The New India Assurance Company Limited;
11. The Oriental Fire and General Insurance Company Limited;
12. The United Fire and General Insurance Company Limited;
13. Tourism Finance Corporation of India Limited;
14. IFCI Venture Capital Funds Limited;
15. Technology Development and Information Company of India Limited;
16. Power Finance Corporation Limited;
17. National Housing Bank;
18. Small Industries Development Bank of India;
19. Rural Electrification Corporation Ltd.;
20. Indian Railway Finance Corpn. Ltd.;
21. Industrial Finance Corporation of India Ltd.;
22. Andhra Pradesh State Financial Corporation;
23. Assam Financial Corporation;
24. Bihar State Financial Corporation;
25. Delhi Financial Corporation;
26. Gujarat State Financial Corporation;
27. Haryana Financial Corporation;
28. Himachal Pradesh Financial Corporation;
29. Jammu & Kashmir State Financial Corporation;
30. Karnataka State Financial Corporation;
31. Kerala Financial Corporation;
32. Madhya Pradesh Financial Corporation;
33. Maharashtra State Financial Corporation;
34. Orissa State Financial Corporation;

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35. Punjab Financial Corporation;
  36. Rajasthan Financial Corporation;
  37. Tamilnadu Industrial Development Corporation Limited;
  38. Uttar Pradesh Financial Corporation;
  39. West Bengal Financial Corporation;
  40. Indian Renewable Energy Development Agency Ltd.;
  41. North Eastern Development Finance Corpn. Ltd.;
  42. Housing & Urban Development Corpn. Ltd.;
  43. Export-Import Bank of India;
  44. National Bank for Agriculture & Rural Development (NABARD);
  45. National Co-operative Development Corporation (NCDC);
  46. National Dairy Development Board;
  47. Pradeshiya Industrial and Investment Corporation of U.P. Limited;
  48. Rajasthan State Industrial Development and Investment Corporation Limited;
  49. SICOM Limited;
  50. West Bengal Industrial Development Corporation Limited;
  51. Tamil Nadu Industrial Development Corporation Limited;
  52. Punjab State Industrial Development Corpn. Ltd. (PSIDC);
  53. EDC Limited;
  54. Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd.;
  55. Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited;
  56. Kerala Power Finance Corporation Limited;
  57. Kerala State Power & Infrastructure Finance Corporation Limited.

However, Bidders may check the correctness of above list before submitting the bid.

**ANNEXURE 7 - Declaration regarding customs/excise duty exemption for materials to be purchased for use in building the sewerage network including pumping stations etc.**

(Bidder's Name and Address)

**To:**

-----  
-----

**Dear Sir:**

**Ref:** -----[Name of the Project] - Certificate for Import/Procurement of Goods and materials/Construction Equipment.

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the BUIDCO will not compensate us.
2. We are furnishing below the information required by the [Project Executing Agency] for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. 108/95 along with all subsequent amendments including the amendment dt.01-03-2008 and Customs Notification No. 85/99.
3. The goods, equipment and materials for which certificates are required are as under:

Items	Make/ Brand Name /Class	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in setting up Sewerage Network
Goods						
[a]						
[b]						
[c]						
[d]						
[e]						
[f]						
[g]						

4. We agree that no modification to the above list is permitted after bids are opened.

- 
5. We agree that the certificate will be issued only to the extent considered reasonable by the [Project Executing Agency] for the work, based on the bid submitted by us, construction programme and methodology furnished along with the bid.
  6. We confirm that the above goods will be exclusively used for the construction of the above work. We are aware that exemption will be issued to only goods/material/equipment which form part of the work on permanent basis but not for the goods/material/equipment which are used by the us for execution of project and after completion of the project, the goods remain with the us being owner of such goods for further deployment in other projects.

Date: \_\_\_\_\_

(Signature) \_\_\_\_\_

Place: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

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## **ANNEXURE 8 : FINANCIAL PROPOSAL FORMS**

Provided as a separate MS Excel file called Bid Price Sheet



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**ANNEXURE 9: Form for Clarification Questions**

Bidder's Name: \_\_\_\_\_

Bidder's Address: _____			Date Submitted: _____	
<b>Item No.</b>	<b>Section Reference</b>	<b>Page No.</b>	<b>Section or Article No.</b>	<b>Question/Query/Clarification/Comment</b>
1.				
2.				
3.				
4.				
5.				
6.				

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**ANNEXURE 10: List of Eligible Countries**

All countries are eligible for the purpose of this Bid

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## ANNEXURE 11: Information Forms

### Information Form (1)

#### General Information

All individual firms and each participant in a joint venture submitting the bids are required to complete the information in this form. Nationality information should be provided for all bidders that are partnerships or individually owned firms.

If the Bidder proposes to use nominated Sub-Contractors or sub-consultants, the following information should also be supplied for the Sub-Contractor(s) and sub-consultant(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners <sup>1</sup>		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

1. To be completed by all owners of partnerships or individually owned firms.

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**INFORMATION FORM (2)**

**General Design, Build, Operation and Maintenance Experience Information**

Name of Bidder or participant of a joint venture
--

All individual firms and all participants of a joint venture are requested to complete the information in this form with regard to their experience in designing, building, operating, managing and maintaining Sewerage Networks

Description of Contract/ Sewerage Network Components along with its Capacity and appurtenant structures	
Name of Joint Venture Participant Responsible	
Name of City	
Country	
Population served	
Contract Role (joint venture participant, Sub-Contractor, sub consultant, lead, etc.) and percentage share in the total contract	
Nature, role and extent of participation (describe fully)	
Date of contract commencement	
Date of contract termination	
Contract value (INR)	
Individual for reference	
Address, Telephone, Fax for reference	

**INFORMATION FORM (2A)**  
**Financial Capability Information<sup>#</sup>**

Name of Bidder or participant of a joint venture
--

All individual firms and all participants of a joint venture are requested to complete the information in this form with regard to their experience in designing, building, operating, managing and maintaining Sewerage Networks. The information supplied should be the annual turnover of the Bidder (or each member of a joint venture) in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of Applications.

Use a separate sheet for each participant of a joint venture.

Bidders should not enclose testimonials, certificates, and publicity material with their Application as they will not be taken into account in the evaluation of qualifications.

Annual financial data (in the area of infrastructure development and engineering construction).		
Year	Turnover (Rs. Million.)	Net Worth (Rs. Million.)
[Year]		
[Year]		
[Year]		
[Year]		
[Year]		

**# Instructions and Applicable Conditions:**

1. The applicant shall provide details of its own financial capacity;
2. The Applicant / its constituent Joint Venture Members shall attach copies of balance sheets, financial statements and Annual report for 5 (five) years preceding the Application due date. The financial statements shall:
  - a. Reflect the financial situation of the Bidder or Joint Venture members,
  - b. Be audited by a statutory auditor
  - c. Be complete including all notes to the Financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
3. Net Worth (The definition of Net Worth shall be as follows: Based on the type of the Applicant whether a company, partnership firm, etc. the net worth is defined as follow:
  - a. In case of a company registered under Companies Act, 1956: Net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.  
  
 For the company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
  - b. In case of a Partnership firm: Net worth shall mean the sum of Aggregate of partners' capital account and Reserves from which the aggregate of drawings by partners and aggregate of advances to partners shall be deducted.  
  
 For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners

- 
- c. In case of a Trust / Society: Net worth shall mean the sum of corpus and the returns not set aside for any particular purpose.

For Trust / Society = corpus + returns not set aside for any particular purpose

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be immediately preceding year 1 and so on. In case the Bid Submission date falls within 3 (three) months of the close of the latest financial year of the applicant, it shall ignore such financial year for the purpose of its bid and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purpose of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the bidder and also specifying the methodology adopted for calculating such net worth in accordance with the formula mentioned in point 3 and 4 above.
6. The Bidder shall provide from its concerned client (s) or Statutory Auditor, certificate(s) stating the payments made / received or works commissioned.

**INFORMATION FORM (3)**  
**Joint Venture Summary**

Names of all participants of a joint venture
1. Lead Participant
2. Participant
3. Participant
4. Participant

Annual turnover data (in the area of infrastructure development and engineering construction).						
Participant	Information Form (2A) page no.	[Year]	[Year]	[Year]	[Year]	[Year]
1. Lead Participant						
2. Participant						
3. Participant						
4. Participant						
Totals						

Bidders shall append to Form 2B:

- a. A document confirming the percentage shareholding of each joint venture participant in the company to be established including the financial stake of each member in the JV partnership; and
- b. A description of the role and responsibility of each joint venture participant.(Bidders shall make the precise role of each joint venture participant clear in this description).

### Information Form (4)

#### Financial Capabilities

Name of Bidder or participant of a joint venture
--

Bidders, including each partner of a joint venture, shall provide financial information to demonstrate that they meet the requirements stated in the Schedule to RFP. Each Bidder or participant of a joint venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Telex	

Summarize actual assets and liabilities in INR or equivalent to U.S. dollar (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in INR or equivalent to U.S. dollar for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in INR or equivalent to US\$	Actual: Previous five years					Projected: Next two years	
	[Year]	[Year]	[Year]	[Year]	[Year]	[Year]	[Year]
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Schedule to ITB **Error! Reference source not found.**(2).

Source of Financing	Amount in INR or equivalent to US \$
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated (for the individual Bidder or each participant of a joint venture).

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.



Information Form (6)

Historical Contract Non-Performance

*[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]*

Bidder's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Legal Name: *[insert full name]*

ICBNo. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Non-Performing Contracts in accordance with Clause 4 of the RFP			
Contract non-performance did not occur during the [number] years specified in Clause 4.2c of the RFP			
Contract(s) not performed during the [number] years specified in Clause 4.2c of the RFP			
<b>Year</b>	<b>Non performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value in INR or equivalent US\$)</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Clause 4.2 of the RFP			
<input type="checkbox"/> No pending litigation in accordance with Clause 4.2 of the RFP <input type="checkbox"/> Pending litigation in accordance with Clause 4.2 of the RFP			

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**ANNEXURE 12: Project Information Memorandum**