

Addendum 1

(SECTION-VII)

CONDITIONS OF PARTICULAR APPLICATION

(These conditions are to be read with the ITB and Conditions of Contract set out in RFP/ Bid Document)

Clause of RFP/ Bid Document	As per RFP/ Bid Document	Amended
Section II, ITB, Clause 2.5. :	<p>Security for Performance</p> <p>The Company will be required to provide security for performance of its obligations under the Agreement, which will be 10% of the annual contract value (Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component in accordance with the RFP).</p>	<p>Security for Performance- Amended as under:</p> <p>The Company will be required to provide security for performance of its obligations under the Agreement, which will be 5% of the Contract value (Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component for Contract Period of 10 Years in accordance with the RFP).</p>
Section II, ITB , Clause 2.5.1:	<p>Operations Performance Bond</p> <p>As additional security for the Term obligations, the Company will be required to obtain and maintain a bank guarantee in an amount equal to 100% of the annual contract value. The Operations Performance Bond shall be renewed annually.</p>	<p>Operations Performance Bond - Deleted</p>
Section II, ITB , Clause 2.7:	<p>Payment of Utilities and Chemicals</p> <p>As described in the Agreement, the Company shall be responsible for all Utilities and chemical costs for the System. The cost of electricity for Operation, Maintenance and Management of, the System billed by Electricity Department will be paid and borne by the Employer. However, in case of breakdown of Electricity, Contractor has to bear the cost of diesel to be consumed</p>	<p>Payment of Utilities and Chemicals: Amended as under:</p> <p>As described in the Agreement, the Company shall be responsible for all Utilities and chemical costs for the System. The cost of electricity for Operation, Maintenance and Management of, the System billed by Electricity Department will be paid and borne by the Employer. However, in case of breakdown of Electricity, Contractor has to arrange diesel/CNG of Generators</p>

	<p>in operation of Generators required to operate Sewage Plant/ System. All other utilities exclusive of electric bill should be the responsibility of the Contractor. The Contractor shall optimize and control costs of electricity.</p>	<p>and operate Sewage Plant/ System etc. The cost of diesel/CNG to be consumed in operation of Generators required to operate Sewage Plant/ System will be reimbursed by employer on actual basis on certification of Engineer in monthly Interim Certificate/ Bill. All other utilities exclusive of electric bill/Diesel/CNG should be the responsibility of the Contractor. The Contractor shall optimize and control costs of electricity/diesel/CNG.</p>
<p>Section II, ITB , Clause 3.10</p>	<p>3.10. Qualification Requirements</p> <p>Technical Capacity:</p> <p>(a) Bidders shall have experience in construction, operation, maintenance and management of secondary sewage treatment plant of which one Plant is comparable in size, type and technology(Process) to any one of the largest capacity of Plant in the zone OR Minimum 1 STP of 1/3 of total capacity of STPs of Zone OR 2 STP of total capacity of 1/6 of Total Capacity of STPs of Zone. Experience in operation, maintenance and management of secondary sewage treatment plant should be for minimum 1 year.</p> <p>(b) Bidders shall have experience in construction, operation, maintenance and management of Sewage treatment including EITHER pump stations and rising mains OR interceptors. Minimum two most recent projects (Capacity not less 60 MLD each) that demonstrate the Bidder's ability to successfully implement the approaches outlined in the RFP.</p> <p>(c) Bidders shall have Experience in sludge handling, digestion, dewatering, transportation and disposal. Minimum three most recent projects (Capacity not less 60 MLD each).</p> <p>(d) Bidders shall have experience in construction,</p>	<p>Qualification Requirements:</p> <p>Technical Capacity: Amended as under:</p> <p>(a) Bidders shall have experience in construction OR operation & maintenance of secondary sewage treatment plant of which one Plant is comparable in size, type and technology(Process) to any one of the largest capacity of Plant in the zone OR Minimum 1 STP of 1/3 of total capacity of STPs of Zone OR 2 STP of total capacity of 1/6 of Total Capacity of STPs of Zone. Experience in operation, maintenance and management of secondary sewage treatment plant should be for minimum 1 year.</p> <p>(b) Bidders shall have experience in construction OR operation & maintenance of Sewage treatment including EITHER pump stations and rising mains OR interceptors. Minimum two most recent projects (Capacity not less 60 MLD each) that demonstrate the Bidder's ability to successfully implement the approaches outlined in the RFP.</p> <p>(c) Bidders shall have Experience in sludge handling, digestion, dewatering, transportation and disposal. Minimum three most recent projects (Capacity not less 60 MLD each).</p> <p>(d)Bidders shall have experience in construction OR operation &</p>

operation, maintenance and management of sewage treatment plant as under: -

Work of similar nature during last 7 years (FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11)
Single work of 80% of Estimated Cost put to tender OR Two works of 60% Each of Estimated Cost put to tender OR Three works of 40% Each of Estimated Cost put to tender

Financial Capacity:

(h) Bidders shall demonstrate the ability to provide a Performance Guarantee of 10% of the Annual fixed fee for the zone in accordance with the requirements of the RFP. (As Per Bid Form

(i) As additional security for the Term obligations, Bidders shall demonstrate the ability to provide a operational guarantee of an amount equal to 100% of the annual Service Fee Fixed Component. The Operations Performance Bond shall be renewed annually.

Similar Works: -

“Similar Works Stands for construction, rehabilitation, operation & maintenance of sewage treatment plant as required in Qualification Requirements.”

Submission in support of financial capacity:

(iii) The Bidder must establish the Positive Net Worth. (FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14 and FY 2012-13) as specified in Clause 3.10, ITB.

maintenance of sewage treatment plant as under: -

Work of similar nature during last 7 years (FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11)
Single work of 80% of Estimated Cost put to tender OR Two works of 60% Each of Estimated Cost put to tender OR Three works of 40% Each of Estimated Cost put to tender

Financial Capacity:

(h) Bidders shall demonstrate the ability to provide a Performance Guarantee of 5% of the Contract value (Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component for Contract Period of 10 Years in accordance with the RFP).

(i) Deleted

Similar Works: - Amended as under:

“Similar Works Stands for construction OR operation & maintenance of sewage treatment plant as required in Qualification Requirements. “

Submission in support of financial capacity:

Para (iii) Amended as under:

(iii) The Bidder must establish the Positive Net Worth (FY 2016-17) as specified in Clause 3.10, ITB.

<p>Section II, ITB, Clause 5.6 and Clause 5.7:</p>	<p>5.6 : Required Insurance</p> <p>The Bidder shall provide a letter of intent from a licensed insurance company (Bid Form 7) indicating that the insurance company is highly confident that when full application is made by the Bidder, if the Employer so elects, the surety will furnish the required insurance as per RFP and the Agreement.</p> <p>5.7: Labor Commitment Acknowledgement</p> <p>The Bidder shall provide a letter of intent (Bid Form 8) demonstrating its willingness to commit to the labor principles outlined in this RFP.</p>	<p>5.6 : Required Insurance : Deleted</p> <p>5.7: Labor Commitment Acknowledgement : Deleted</p>
<p>Section II, ITB , Bid price , Clause 13.3</p>	<p>Clause 13.3 All duties, taxes <u>(including service tax/GST)</u>, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The service tax/GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor specific to the subject work.</p>	<p>Clause 13.3: Amended as under:</p> <p>All duties and taxes including Corporate Income Tax, Personal Tax etc. and other Cess/levies (excluding GST) payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.</p> <p>The Contractor shall comply with all applicable laws of the Central and State governments and any other law for the time being in force including the GST Law. The Employer will not be responsible for any dispute that may arise in connection with the subject service, between the Contractor and any state or Central Government Department. e. g. Authorities dealing with EPF, ESI, Labour laws, Service Tax and Income Tax etc. or any local body.</p> <p>The GST as per actual will be borne by the employer but it is to be paid by the bidder/ Contractor to Concerned</p>

		Authority which will be reimbursed by the employer. The bid quote should be exclusive of GST.																					
Section II, ITB , Clause 33.1	Clause 33.1 : Performance Security : Within 21(twenty one) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 10 (Ten) percent of the annual Contract Price, valid for the period of 60 (sixty) days after the expiry of defect liability period of 1 year plus additional security(if any) for unbalanced Bids in accordance with Clause 28.3 of ITB and Operational guarantee of an amount equal to 100 % of the annual Service Fee Fixed Component (annual Contract Price) and sign the contract. The validity shall account for additional 3 months time to account for BG verification, signing of contract and start date.	Clause 33.1 :Performance Security : Amended as under: Within 21(twenty one) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 5 (Five) percent of the Contract Price {Annual accepted bid Price X 10 (Period of Contract) }, valid for the period of 1 year plus 3 (three) Months plus additional security(if any) for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract. The BG validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date. Performance Bank Security /Guarantee will be renewed on yearly basis upto Contract Period of 10 (Ten) years Plus 60 (sixty) days after the expiry of defect liability period.																					
Section II, ITB , Clause 34	Clause 34.1: Mobilization Advance a) Submission of Performance Guarantee and Operational Performance Bond.	Clause 34.1: Mobilization Advance: Para (i) (a) Amended as under: Submission of Performance Guarantee.																					
Section IV, Conditions of Contract , Clause 7	Clause 7.0: Subcontracting - No Subcontracting of works/services are allowed.	Clause 7: Further added as under: Any work related to Maintenance, Operation and Management of STPs and Sewer Network Cannot be Sub-Contracted. Only Manpower and Machineries may be taken on Hire Basis/ Contract basis.																					
Section IV, Conditions of Contract , Clause 34:	Clause 34: Payment Certificates 39.4 (V): Monthly Payment Certificates /Bill (<i>Variable Payment only</i>) is linked with weightage of treated effluent parameters of particular STP as under:- <table border="1" data-bbox="344 1627 847 1984"> <thead> <tr> <th>Serial Number</th> <th>Parameters of treated effluent</th> <th>weightage (in percentage) in respect to Monthly statement/bill (<i>Variable Payment only</i>)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>BOD(mg/l)</td> <td>50</td> </tr> <tr> <td>2</td> <td>COD(mg/l)</td> <td>10</td> </tr> </tbody> </table>	Serial Number	Parameters of treated effluent	weightage (in percentage) in respect to Monthly statement/bill (<i>Variable Payment only</i>)	1	BOD(mg/l)	50	2	COD(mg/l)	10	Clause 34: Payment Certificates Clause 34.4 (V) : Amended as under: Monthly Payment Certificates /Bill (<i>Variable Payment only</i>) is linked with weightage of treated effluent parameters of particular STP as under:- <table border="1" data-bbox="896 1690 1497 1963"> <thead> <tr> <th>Serial Number</th> <th>Parameters of treated effluent</th> <th>Weightage (in percentage) in respect to Monthly statement/bill (<i>Variable Payment only</i>)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>BOD(mg/l)</td> <td>50</td> </tr> <tr> <td>2</td> <td>TSS(mg/l)</td> <td>25</td> </tr> <tr> <td>3</td> <td>COD(mg/l)</td> <td>15</td> </tr> </tbody> </table>	Serial Number	Parameters of treated effluent	Weightage (in percentage) in respect to Monthly statement/bill (<i>Variable Payment only</i>)	1	BOD(mg/l)	50	2	TSS(mg/l)	25	3	COD(mg/l)	15
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	<p>Note:- (1) <i>The Design Parameters of a particular STP will form the criteria for Evaluation of Monthly Payment Certificates /Bill.</i></p> <p>(2) <i>In case, Parameters of treated effluent do not meet the standards then deductions and payments will considered/made on the basis of weightage given in above tables.</i></p> <p>(3) <i>Liquidated Damages/ Penalty will be imposed as per Clause 6.0 of Contract data, Section IV of RFP, if Parameters of treated effluent do not meet in respect to design parameters.</i></p>	<p>Note:- (1) <i>The Design Parameters of a particular STP will form the criteria for Evaluation of Monthly Payment Certificates /Bill.</i></p> <p>(2) <i>In case, Parameters of treated effluent do not meet the standards then deductions in payments will be considered/made on the basis of weightage given in above tables.</i></p> <p>(3) <i>Liquidated Damages/ Penalty will be imposed as per Clause 6.0 of Contract data, Section IV of RFP, if Parameters of treated effluent do not meet in respect to design parameters.</i></p> <p>(4) <i>Although OIL AND GREASE (mg/l), Colour & odour, Dissolved Oxygen and PH Values are not linked with Monthly Payment Certificates /Bill (Variable Payment only) but Contractor efforts should be to maintain these parameters with in Permissible Limits as per Norms.</i></p>																					
<p>Section IV, Conditions of Contract, Clause 53.3:</p>	<p>Clause 53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience during Contract Period.</p>	<p>Clause 53.3: Notwithstanding the above, the Employer may terminate the Contract for convenience during Contract Period- Deleted</p>																					
<p>Section IV, Contract data , Clause 5</p>	<p>Clause 5 : The Start Date shall be within 15 (fifteen) days after the date of issue of the Notice to Proceed with the work.</p>	<p>Clause 5 : Amended as under: The Start Date shall be within 30 (Thirty) days after the date of issue of the Notice to Proceed with the work after signing the agreement.</p>																					
<p>Section IV,</p>	<p>Clause 6 (b)</p>	<p>Clause 6 (b) : Amended as under:</p>																					

Contract data , Clause 6 (b)	(b) Maximum limit of Penalty/LD For Non Achieving the Standards as Scope of Work, Section V. 10 percent of the Initial Contract Price rounded Provided in Off to the nearest thousand.	(b) Maximum limit of Penalty/LD For Non Achieving the Standards as Scope of Work, Section V. 10 percent of the Contract Price rounded Provided in Off to the nearest thousand.
Section IV, Contract data , Clause 9	<p>9.0 The Minimum Technical Personnel required are : (Clause 2.6, ITB, Section II)</p> <p>Note : The detailed and signed CV's of the Key Technical Personnel at S. No. 1, signed by the key personnel himself, must be uploaded during the online submission of the bid. The name and educational qualification of other personnel should be given. Non compliance of the above or non furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non responsive and financial bid shall not be opened.</p>	<p>Clause 9: The Minimum Technical Personnel required are: Note : Amended as under :</p> <p>Note: The detailed and signed CV's of the Key Technical Personnel at S. No. 1 and S No. 2, signed by the key personnel himself, must be uploaded during the online submission of the bid. The name and educational qualification of other personnel should be given before Start date along with Work Programme.</p>
Section - VI, implementation and maintenance intervention level, Clause 7.2 b:	Clause 7.2 b : Maintenance Programme Planning:	Clause 7.2 b: Maintenance Programme Planning: Further , New Para added as under: Engineer shall approve and finalize of yearly operation, maintenance and management programme in respect of fund to be realized by Contractor for Major Replacement of the System and Collection System Replacement with 14 days after submission of Maintenance Programme Planning.

Note: Other RFP/ Bid Document Terms and Conditions will remain Same.