

Tender ID: 2024_IITK_830287_1

Tender Reference No. CGANGA/IITK/2024-25/02

Tender Title: Turnkey Execution of a 15 MLD Modular Sewage Treatment Plant at Mathura, Uttar Pradesh

Pre-Bid Meeting Date: 17-10-2024; Time: 03.00 PM

The reply of queries raised by the bidders in the pre-bid meeting held on 17.10.2024 at 3.00 PM are as follows:

1. Firm-1

S No	Clause No	Description	Query & Response
1	Annexure B	<p>The EOI and RFP is for “Turnkey Execution of a 15 MLD Modular Sewage Treatment Plant (STP)” at an estimate cost of Rs.30cr for CAPEX.</p> <p>Notes for O&M Services: The bidder shall quote annual O&M prices for treatment of threshold/quality, sewage flow rate after commencement of the Operations Period.</p>	<p>Based upon the above clauses, it is evident that the estimated cost of Rs. 30 crore is towards CAPEX only. Annual O&M value shall be additional to CAPEX value of 30 Cr.</p> <p>IITK Response: The estimated cost of Rs. 30 crore is for capital expenditure and up to commissioning of the project.</p> <p>The O&M cost for 12 months post commissioning must be quoted in addition to this.</p>
2	General Comment	Statutory Approval	<p>Since Bidder is unsure about the required Statutory Approval for the project, we request Client to obtain all statutory approvals applicable/required for the Project including but not limited to provisioning of electricity, etc.</p> <p>IITK Response: CGanga/IIT Kanpur shall support the contractor with obtaining all statutory approvals for the project.</p>
3	Performance Guarantee	5.00% of tender amount (in the form of FDR / Bank Guarantee) in favour of “The Director, IIT, Kanpur” shall be submitted after the award of the work. The Performance Guarantee shall be released after the completion of the work.	<p>We request the Client to allow Contractor to submit Surety Bond issued by an insurance company for PBG/SD/Retention, as permitted by various other government authorities. BG format is not mentioned in the tender document.</p> <p>IITK Response: Surety Bonds will not be acceptable. BG is required. Format is attached.</p>

S No	Clause No	Description	Query & Response
4	Liquidated Damages	0.5% of contract Price of respective milestone per week or part thereof for delay	0.5% of unexecuted Contract Value of respective milestone per week or part thereof for delay. No penalty be levied on the Contractor if delays not attributable to the Contractor IITK Response: This is acceptable and shall be incorporated into the final contract between the two parties.

2. Firm-2

S No	Clause No	Description	Query & Response
1	Clause No: 5.2.4	Toxicology report of biotechnology, issued by an accredited national institute or a laboratory, to be submitted within 30 days from the date of acceptance of the work order	We need at least 60 days to get this report after the award of the works. IITK Response: This is acceptable
2	Clause No: 7.6	The contractor shall be required to participate in all meetings as and when sought by cGanga, IIT Kanpur. The status/designation/qualifications of the representative(s) who will be allowed to deal/interact with cGanga IIT Kanpur and/or its representatives shall be a matter of discretion of cGanga IIT Kanpur; and the decision of cGanga, IIT Kanpur in this regard shall be final and binding on the contractor	Any company representative who has a working knowledge of technology must be allowed to participate. IITK Response: This is acceptable
3	Clause No: 16.3	The Head of Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur reserves the right to award whole of the work to any other shortlisted bidder or its constituents or its contractors or sub-contractors as it may deem fit.	The award should be only to one of the qualified bidders. IITK Response: This is acceptable.
4	Clause No: 16.6	The technical proposal submitted by the successful applicant shall not be deemed to be the final design proposal. The contractor must meet and discuss with the authorized representative of cGanga, IIT Kanpur and prepare the final design as per the requirement of the cGanga IIT Kanpur	Since this is a “Turnkey Execution of a 15 MLD Modular Sewage Treatment Plant (STP)” and is based on the new technology the technical proposal submitted by the successful applicant shall be final subject to suitable modifications in consultation with cGanga, IIT Kanpur to suit the desired water quality. IITK Response: This is acceptable

3. Firm-3

SI No	Clause No	Details	Query & Response
1	5.2.1	Inspection of manufacturing facilities in India of all critical components including storage, biotechnology and bioreactors.	<p>Manufacturing facilities of all the below listed major components which are currently manufactured in India can be visited: 1. Large SABRE Tanks; 2. Carbon & Glass Filters; 3. Pumps; 4. UV Skid; 5. Chlorine dosing skid.</p> <p>IITK Response: The bidder must ensure that facilities in India for all critical equipment including biotechnology and bioreactors are made available for inspection.</p> <p>For components that are imported, an affidavit cum indemnity must be submitted:</p> <ul style="list-style-type: none"> - Confirming that the component, materials, technology is being imported legally under appropriate licenses and import regimes of the country. - All documents related to import permits and licenses must be provided. - The project is being sanctioned under “Make in India” programme. The bidder must provide an affidavit from the technology provider, on when the components will be manufactured in India. This must be within 18 months of the date of the award of the contract. - Biotechnology must be made available for the lifetime of the plant. - The contractor must have at least 2 years’ worth of biotechnology in reserve at any given time.
2	5.2.2	Statement of which components are made in India including names and address of all suppliers	<p>Vendor details of the below listed major items will be shared: 1. Large SABRE Tanks; 2. Carbon & Glass Filters; 3. Pumps; 4. UV Skid; 5. Chlorine dosing skid; Other items which are manufactured outside India are proprietary in nature and the manufacturing process is covered under trade secret and hence the details of the vendor cannot be shared.</p> <p>IITK Response: Response to the previous point at S No 1 above.</p>
3	7.1	All reports, drawings, 3D visual renderings, presentations and other documents to be submitted in fulfilment of the scope of services shall be in 1 set each of printed copies and soft copies in the	<p>These details will be provided for the overall layout of the proposed plant. Since the core technology is proprietary in nature and certain processes/ drawings are covered under trade secret we will not be able to share these processes and technology details.</p>

SI No	Clause No	Details	Query & Response
		formats and scales as required for the fulfilment of the scope	
4	15.1	The bidder must submit the engineering designs and drawings etc. required to complete the scope of work for the STP.	<p>IITK Response: Kindly provide a description of technology and processes. Without the description, the bid will be considered incomplete. The engineering designs and drawings for the project must be submitted post receipt of work order.</p>
5	17.7	The documents, and other information provided by cGanga, IIT Kanpur or Submitted by the bidders to The Head, Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur shall remain or become the property of the Head, Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur.	<p>All the proprietary equipment and trade secrets are the property of the technology provider and any documents/ details given as part of this bid shall remain property of Technology owner to maintain the confidentiality & proprietorship</p> <p>IITK Response: The IP is proprietary to the bidder and/or technology provider. The drawings and all material related to the project submitted by the contractor after the award of the contract, will become the property of the project sponsors.</p>
6	17.8	All intellectual property rights of the scheme and proposals submitted during the process of selection; and for which any prize money/award/reward has been accepted by any bidder, shall rest with the Head, Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur.	<p>Please remove this clause due to the reason as explained above</p> <p>IITK Response: As explained in the point at S No 5 above.</p>
7	17.10	The Head, Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur reserves the right to debar the bidder/terminate the agreement with the final bidder selected for award of work, at any period of time, should any of the document/ certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the bidder does not provide the requisite information as required by the Head, Centre for Ganga River Basin Management and Studies (cGanga), IIT Kanpur within the stipulated period	<p>Since the core technology is proprietary in nature and certain processes/ drawings are covered under trade secret we cannot share these details and cGanga, IIT Kanpur cannot terminate the agreement with the final bidder for non-provision of these proprietary details and trade secrets.</p> <p>IITK Response: As explained in the point at S No 5 above.</p>

Sl. No.	Clause & Page No.	Clause	Query & Response
1	Page No. 3 Target Event Schedule	EMD 40 Lakh or Processing Fee 40 thousand	<p>Please clarify whether the payment of this amount is mandatory for EOI submission?</p> <p>IITK Response: Rs. 40,000 processing fee is mandatory, so is the EMD of Rs. 40 lakhs.</p>
2	Page No. 3 Target Event Schedule	EMD 40 Lakh in form of FDR/ Bank Guarantee from the National Scheduled Bank.	<p>Please Provide BG Format</p> <p>IITK Response: BG format is provided (Refer Annexure 1)</p>
3	General	Layout drawing not mention	<p>Please Provide</p> <p>IITK Response: The layout of the plant is available at the site and will be shared only after the site visit. This may be scheduled by making a formal request to cGanga/IIT Kanpur.</p> <p>A layout of drawings for the STP to be constructed must be provided by the bidder after award of contract.</p>
4	Page no. 8 Similar Experience:	For assessing the technical capacity of bidder, similar work shall mean, the completed or ongoing works of Construction of Water or Wastewater flow management or pumping station or/and operations & Maintenance of such pumping station for minimum 1 year of flow capacity of minimum 15MLD	<p>Please clarify the definition of "similar experience" in this context.</p> <p>IITK Response: This was clarified during the pre-bid meeting. The part of the definition that is not being understood must be elaborated.</p>
5	Page no. 8 Similar Experience:	Three similar ongoing or completed works each of value no less than the value equal to Rs. 10 crores {approximately 30% of estimated capex} or two similar ongoing or completed works each of value no less than the value equal to Rs. 12 crore {approximately 40% of estimated capex} or on similar ongoing or completed work each of value no less than the	<p>Please clarify if back-to-back work experience and private sector experience can be considered as qualifying for similar work?</p> <p>IITK Response: Yes, private sector experience will be qualified.</p>

Sl. No.	Clause & Page No.	Clause	Query & Response
		value equal to Rs. 15 crores {approximately 50% of estimated capex}	
6	BOQ	BOQ Rate	<p>Please clarify whether we should submit a bid for one 5 MLD STP or for three 5 MLD STPs</p> <p>IITK Response: Kindly quote for the entire 15 MLD capacity, but delivery is in 5 MLD modules.</p>
7	General	Site Visit	<p>Please Provide Contact Person Name & No. for Site Visit</p> <p>IITK Response: This may be coordinated via cGanga/IIT Kanpur only. Please make a formal request so the same may be facilitated.</p>
8	Page No. 7 Clause No. 5.4	Solvency Certificate: 40% of the estimated cost put to tender as per Following format. A lower solvency certificate of up to 20% will be allowed provided that if such bidder is successful, he will have to furnish an additional BG for shortfall of up to 20% as additional security after award of the contract.	<p>Can you please modify for MSME: with 20% to 30 % of Estimated Value.</p> <p>IITK Response: This is not possible.</p>
9	Page No.6 Clause No. 4 Schedule for completing the assignment	The time for completing the assignment is as follows: - First 5 million litres per day (MLD) capacity commissioned by 31 December 2024 - Additional 5 million litres per day (MLD) capacity commissioned by 31 January 2025 - Additional 5 million litres per day (MLD) capacity commissioned by 28 February 2025	<p>Please modify for time - First 5 million litres per day (MLD) capacity commissioned by 31 January 2025 - Additional 5 million litres per day (MLD) capacity commissioned by 28 February 2025 - Additional 5 million litres per day (MLD) capacity commissioned by 31 March 2025 (The approval of the layout and design requires additional time)</p> <p>IITK Response: This is not possible</p>

5. Firm-5

SI No	Clause No. & Page Nos.	Existing Clause	Query & Response
1	Page No.- 7 Clause – 5.5	Similar Experience: For assessing the technical capacity of the bidder, similar work shall mean, the completed or ongoing works of Construction of Water or Wastewater flow management or pumping station or/and operations & Maintenance of such pumping station for minimum 1 year of flow capacity of minimum 15MLD	<p>We kindly request to Clarify the similar work Wastewater flow management & clarify the pumping station or/and operations & Maintenance of such pumping station for minimum 1 year of flow capacity of minimum 15MLD</p> <p>IITK Response: Kindly elaborate on what your query is.</p>

6. Firm-6

SI No	Para No	Query	Query & Response
1	Technical Prequalification: Page no 4	Land footprint 150 Sqm. Per MLD	<p>The land footprint of 150 sqm per MLD capacity is very less, please increase the footprint area.</p> <p>IITK Response: Not possible as the project sponsor requires less land footprint</p>
2	Technical Prequalification: page no. 4	Time period (8 weeks) for execution of the STP	<p>Kindly extend the time of project execution at least 16 weeks.</p> <p>IITK Response: This will not be possible.</p>
3	Technical Prequalification: page no. 4	Toxicity report	<p>Please define this.</p> <p>IITK Response: Report that certifies that bacteria/biotechnology is safe for use.</p>
4	Technical Prequalification: page no. 4	Affidavit of adequate supply ...	<p>Please define this.</p> <p>IITK Response: Bacteria and consumables availability must be maintained for the life of the plant.</p>
5	Prequalification Technical: Page no 6	Solvency certificate 40% amount of estimated cost ...	<p>40% of the estimated amount is very high. Please reduce it up to 20% of the estimated amount.</p> <p>IITK Response: This will not be possible.</p>

SI No	Para No	Query	Query & Response
6	Technical Prequalification: Page no. 6	All reports, drawings, 3D visual renderings, presentations and technical proposal	When is it needed before or after tender submission? IITK Response: Technology description during the submission, and any project specific description and drawings after award of the work order.
7	Technical Prequalification: page no 17	Schedule of Payment conditions	Please make payment conditions liberal, as follows: Civil work on a pro-rata basis and Electro-mechanical is 75%; Supply 15%; Erection 5%; Commissioning 5% PG test. IITK Response: The payment conditions cannot be changed.
8	Operation and Maintenance	1. O&M manpower 2. Power supply for O&M	Please provide manpower details during O&M period. Who provides power supply during the O&M period? Please confirm IITK Response: Power will be provided and paid for by the project sponsor. However, the power rating must be technically acceptable.
9	Page no. 03	Bid submission date is 04/11/2024	Kindly extend the submission date at least 15 days. IITK Response: This will not be possible.

7. General/Common Queries

SI No	Para No	Query	Query & Response
1	General	EMD deposit	As provided in the RFP The EMD shall be in the shape of FDR/ Bank Guarantee from the National Scheduled Bank. The scan copy of the same shall be attached along with the technical bid and original FDR shall be submitted to the Project Management Cell, cGanga, IIT Kanpur, Environmental Engineering Laboratory, 116 Western Laboratories (WL – 116), IIT Kanpur Campus-208016, India upto 18.10.2024 up to 05.00 PM IITK Response: The EMD shall be in the shape of FDR/ Bank Guarantee from the National Scheduled Bank. The scan copy of the same shall be attached along with the technical bid and original FDR / Bank Guarantee shall be submitted to the Project Management Cell, cGanga, IIT Kanpur, Environmental Engineering Laboratory, 116 Western Laboratories (WL – 116), IIT

SI No	Para No	Query	Query & Response
			Kanpur Campus-208016, India on or before 04.11.2024 up to 03.00 PM The Format of Bank Guarantee refer Anx-1 of this document.
2	General	PBG	IITK Response: The performance Bank guarantee is to be submitted by the L1 bidder only. Refer Anx-1 of this document for the format of Bank Guarantee.

The other terms & conditions of RFP document shall remain same. The response shall also be the part of contract agreement.

Ravishna

The Project Management Cell, cGanga, IIT Kanpur
Environmental Engineering Laboratory
116 Western Laboratories (WL – 116))
IIT Kanpur Campus-208016, India

Format for Bank Guarantee

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR

- (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
- (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, 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.

DATE
BANK

SIGNATURE OF THE

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.