

**ADDENDUM - 1, I&D AND STP BARH**

| Sl. No. | Clause No.  | Bid Condition   | To be read as   |
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| 1       | <b>Clause no. 15 Earnest Money Deposit, Page no.-5</b>  | Earnest Money should be in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, on or before 03:30 PM on 08.11.2017 failing which the tender will be rejected. The Estimated Cost may increase or decrease.  | Earnest Money should be in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, on or before 03:30 PM on 14.12.2017 failing which the tender will be rejected. The Estimated Cost may increase or decrease. EMD shall be valid upto 45 days after the bid validity period.   |
| 2       | <b>Clause No. 6.</b> The Notarized/attested copies....<br>Sub Clause No. c (ii) No-Objection Certificate from Sale Tax Department, Page no- 8 | The notarized/attested copies of following documents by Gazetted officer will also be submitted with tenders:-<br>(i) No-Objection Certificate from Income Tax Department or receipt of deposition of Income Tax Return/Attested copies of Income Tax Assessment order of last three years.<br>(ii) No-Objection Certificate from Sale Tax Department or Clearance certificate of last financial year in favor of contractor from Sale Tax Department.<br>(iii) Valid Character Certificate issued by District Magistrate.<br>(iv) Solvency Certificate issued by District Magistrate/ Nationalized Bank. | The notarized/attested copies of following documents by Gazetted officer will also be submitted with tenders:-<br>(i) No-Objection Certificate from Income Tax Department or receipt of deposition of Income Tax Return/Attested copies of Income Tax Assessment order of last three years.<br>(ii) No-Objection Certificate from Goods & Service Tax Department and Clearance certificate of last financial year in favor of contractor from Sale Tax Department.<br>(iii) Solvency Certificate issued by Nationalized Bank.   |
| 3       | <b>Clause No. 7. , Page no- 8</b>   | Earnest money & registration document in BUIDCo/Any other Govt. Department for required Class & Category will be submitted in <b>Envelope no.-1</b> by the bidders. Attested/notarized copies of all certificates mentioned in Sr. No. 6(i), 6(ii), 6(iii) & 6 (iv), all affidavits and attested copies of all certificates related to tender along with documents related to Technical & Financial Capability Evaluation Bid with all affidavits will be submitted in <b>Envelope No.-1</b> by the bidders. Financial Bid will be submitted in <b>Envelope no.-2</b> .                                   | Earnest money & registration document in BUIDCo/Any other Govt. Department for required Class & Category will be submitted in <b>Envelope no.-1</b> by the bidders. Attested/notarized copies of all certificates mentioned in Sr. No. 6(i), 6(ii), 6(iii) & 6 (iv), all affidavits and attested copies of all certificates related to tender along with documents related to Technical & Financial Capability Evaluation Bid with all affidavits will be submitted in <b>Envelope No.-1</b> by the bidders. Financial Bid will be submitted in <b>Envelope no.-2</b> .<br>Bidders should upload the required document as per Technical bid sheet and bid document. During hard copy submission bidder should submit the following documents:<br>a) EMD as in required shape, b) Bid document cost in required shape, c) Attested/notarized copies of all certificates mentioned in Sr. No. 6(i), 6(ii), 6(iii) & 6 (iv), all affidavits and attested copies of all certificates related to tender along with documents related to Technical & Financial Capability Evaluation Bid.<br>However bidders should also upload the same documents during submission of bid in eproc website. |
|         | Clause No. 14.7 For O & M Period Revolving BG must be submitted by the Contractor. Page no- 9   | For O & M Period Revolving BG must be submitted by the Contractor.  | For O & M Period Revolving BG must be submitted by the Contractor as per relevant clause of the bid document.   |

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| 4 | <p><b>GENERAL RULES AND GUIDE LINES Clause 39, Page - 75</b></p> <p><b>GENERAL CONDITIONS OF CONTRACT, Clause 8.1, Page - 91</b></p> <p><b>GENERAL CONDITIONS OF CONTRACT, Clause 27.5&amp;27.6, Page - 98</b></p> | <p><b>39 SECURITY DEPOSIT:</b></p> <p>39.1 The earnest money of the successful bidder shall be adjusted in the security money to be deposited at the time of signing the agreement if validated for full completion period (Design, Built with Fifteen Year O&amp;M.)</p> <p>39.2 The amount of security (including earnest money) to be deposited by successful bidder towards the performance of all the conditions of contract, sum not exceeding 10% of the tendered cost of the work (Design, Built with Fifteen Year O&amp;M Prices.) and shall be duly pledged in the name of designated officer of BUIDCo within the time limit of being called upon to do so after the acceptance of the tender. The security deposit shall be accepted in the shapes as specified for security money, it shall remain valid for full period of contract plus the maintenance period.</p> <p>8.1 The security deposit / performance security shall be 10% of the contract price. If performance security deposit taken less than 10% of the contract price initially then the rest security deposit shall be deducted from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank/nationalized bank, on completion of work in all respect. Provided further that the validity of bank guarantee shall be valid up to 60 days after work has been completed and commissioned and maintenance or defect liability period is over and is extended from time to time depending upon extension of contract granted under provisions of clause 6 above.</p> <p>27.5 The Performance Guarantee or security for the due performance shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.</p> <p>27.6 In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> | <p>39.1 The contractor shall provide a Performance Security of 10 % (Ten percent) of the total contract price, i.e. value of Design, Build, and Commissioning services plus O&amp; M prices for 15 years operation valid initially until 180 days beyond the Time for Completion of the Design-Build Services subject to the condition that the Performance Security shall be renewed from time to time, in the manner specified in the following paragraph, so as to be valid until 180 days after the End Date (i.e. completion of the O&amp;M period of 15 years) or any extension to the End Date. In the O &amp; M period the Performance Security shall be renewed each year at least 120 days prior to expiry of the current Performance Security.</p> <p>It shall be the responsibility of the Operator to furnish extension of the Performance Security Guarantee from time to time 120 days prior to the expiry of the current Performance Security.</p> <p>In case the renewed Performance Security is not received by the Owner at least 60 days prior to the expiry date of the current Performance Security, the Owner will be entitled to take measures for enforcement/forfeiture of the Performance Security without any further notice to the Operator.</p> |
| 5 | <p><b>Clause no. 3.7 Earnest Money Deposit (EMD), Page no-17</b></p>   | <p>The Earnest Money Deposit (EMD) amounting Rs.66.79 lacs (Sixty Six Lakhs Seventy Nine Thousand) must be enclosed with the tender in the shape of FDR/CDR/NSC of a Nationalized Bank/Post Office duly pledged in the name of Managing Director Bihar urban infrastructure development corporation limited Patna. Bid not accompanied with full EMD shall be rejected.</p>  | <p>The Earnest Money Deposit (EMD) amounting Rs.66.79 lacs (Sixty Six Lakhs Seventy Nine Thousand) must be enclosed with the tender in the shape of FDR/CDR/NSC/ Bank Guarantee of a Scheduled Bank/Post Office duly pledged in the name of Managing Director Bihar urban infrastructure development corporation limited Patna. Bid not accompanied with full EMD shall be rejected.</p>  |

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| 6 | <p><b>Clause No. 4.6</b> Tie up with Technology provider, Page-18</p>   | <p>(a) Experience in construction, Commissioning and Operation &amp; Maintenance O&amp;M} (construction and O&amp;M may be under same or different contracts) for a period of minimum two year of STP of minimum one STP of 60% capacity or two STPs of 40% capacity or three STPs of 30% capacity.</p> <p>(b) Bidder must tie-up with a technology provider for Technology and shall submit tie-up arrangement in form of an MOU on Rs.100 non-judicial Stamp paper as a part of their bid. The technology provider shall have experience of providing process design and technology equipment for at least three (3) STP of 40% capacity in India working satisfactorily for at least five years as on date.</p> | <p>(a) Experience in construction, Commissioning and Operation &amp; Maintenance O&amp;M} (construction and O&amp;M may be under same or different contracts) for a period of minimum two year of STP of minimum one STP of 80% capacity or two STPs of 60% capacity or three STPs of 40% capacity.</p> <p>(b) If in the present bid, the bidder has offered STP of a different technology from the one it has built for the requirement in (a) above, then bidder must submit a tie-up with a technology provider for technology or his nominated sub-contractor should have designed, developed, built, tested and successfully commissioned at least one sewage treatment plant having same process technology as proposed for this contract which has been operating successfully (meeting the required performance standards) for a period of minimum 1 year over a period of last 07 years. In case of technology tie-up, the bidder shall submit tie-up arrangement in form of an MOU on Rs 1000 non-judicial stamp paper as a part of their bid.</p>                     |
| 7 | <p><b>Clause No. 24. The criteria for pre-qualification :</b><br/> <b>Technical Experience:-</b><br/> <b>C) also having operating and maintaining of i) STP of the same capacity ..... for minimum 2 year in the last 7 Years (i.e.2010-2011 to 2016-2017).</b></p> | <p>Technical Experience:-</p> <p>A) The Bidder must have Experience of design, build &amp; commissioning, one STP of minimum 9 MLD capacity in the last 7 years; or Two STP of minimum 7 MLD capacity in the last 7 years or Three STP of minimum 5 MLD capacity in the last 7 years.</p> <p>B) The Bidder must have Experience of design, build &amp; commissioning, at least 1 SPS of 7 MLD Capacity and</p> <p>C) also having operating and maintaining of i) STP of the same capacity as per 14.1.A and ii) SPS of same capacity as per 14.1.B, for minimum 2 year in the last 7 Years (i.e.2010-2011 to 2016-2017).</p>   | <p>Technical Experience:-</p> <p>A) The Bidder must have Experience of design, build &amp; commissioning, one STP of minimum 9 MLD capacity in the last 7 years; or Two STP of minimum 7 MLD capacity in the last 7 years or Three STP of minimum 5 MLD capacity in the last 7 years.</p> <p>B) The Bidder must have Experience of design, build &amp; commissioning, at least 1 SPS of 7 MLD Capacity and</p> <p>C) also having operating and maintaining of i) STP of the same capacity as per 14.1.A and ii) SPS of same capacity as per 14.1.B, for minimum 1 year in the last 7 Years (i.e.2010-2011 to 2016-2017).</p> <p>For the purpose of demonstrating the design experience requirement for above mentioned work, the Bidder, whether a single entity or a joint venture may claim the experience of its nominated sub-consultants. However bidder has to submit the experience of nominated sub-consultant along with the bid in prescribed format. Bidder shall submit the information regarding the nominated consultant with his relevant design experiences.</p> |
| 8 | <p><b>Clause No. 24,C Profit/Loss</b></p>   | <p>The firm should not have incurred any loss in more than 2 years during last 5 years and the firm should have a positive Net worth</p>   | <p>The firm should have a positive Net worth during last 3 years.</p>  |

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| 9  | <p><b>Clause no. 22.6 Price Evaluation and Comparison of Bids</b></p> <p><b>Sub-clause ©, Page no- 33</b></p>                                 | <p>22.6 Price Evaluation and Comparison of Bids</p> <p>a. The Owner shall examine each Bidder's Financial Section to determine whether such Financial Section is complete and substantially responsive to the Bidding Documents.</p> <p>b. The Financial Sections, which are substantially responsive to the Bidding Documents, shall be evaluated to determine the lowest evaluated bid.</p> <p>c. The Owner shall evaluate the bid by determining and adding various components of cost and prices as under:</p> <p>i. Price adjustment for correction of arithmetic errors in accordance with plus</p> <p>ii. Cost of design, development, construction, testing and successful commissioning of STP; plus</p> <p>iii. Cost of land requirement for STP indicated by the bidder and as determined in accordance with ITB Section 3.3(c); plus</p> <p>iv. NPV of the yearly payments due on account of O &amp; M of STP over 15 years of O &amp; M assuming "Indicative Sewage Flow for STP" reaching the STP during respective years of the Operation Period as indicated in Appendix to Bid (Indicative Flow). For the purpose of determining the NPV discount factor of 10 % per annum shall be applicable.</p> <p>d. The Owner shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid.</p> | <p>22.6 Price Evaluation and Comparison of Bids</p> <p>a. The Owner shall examine each Bidder's Financial Section to determine whether such Financial Section is complete and substantially responsive to the Bidding Documents.</p> <p>b. The Financial Sections, which are substantially responsive to the Bidding Documents, shall be evaluated to determine the lowest evaluated bid.</p> <p>c. The Owner shall evaluate the bid by determining and adding various components of cost and prices as under:</p> <p>i. Price adjustment for correction of arithmetic errors in accordance with plus</p> <p>ii. Cost of design, development, construction, testing and successful commissioning of STP; plus</p> <p>iii. Cost of land requirement for STP indicated by the bidder and as determined in accordance with ITB Section 3.3(c); plus</p> <p>iv. Cost for I&amp;D works with pumping stations and rising mains works</p> <p>v. NPV of the yearly payments due on account of O &amp; M of STP, I&amp;D works with pumping stations and rising mains works over 15 years of O &amp; M assuming "Indicative Sewage Flow for STP" reaching the STP during respective years of the Operation Period as indicated in Appendix to Bid (Indicative Flow). For the purpose of determining the NPV discount factor of 10 % per annum shall be applicable.</p> <p>d. The Owner shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid.</p> <p>e. Electricity Tariff is INR. 6.50 per KWh</p> <p>f. Price of Land per square meter is. Rs. 11860.00/Sqm</p> |
| 10 | <p><b>Format 4</b></p> <p><b>Particular Experience Record, Page no- 41</b></p>  | <p>FORMAT (4)</p> <p>PARTICULAR EXPERIENCE RECORD</p>   | <p>Please refer to Annexure -1</p>  |
| 11 | <p><b>Annexure of Format no. – 4(C)</b></p> <p><b>Client Certificate Regarding Performance of Contractor, Page no- 44</b></p>                 | <p><b>Annexure of Format no. – 4(C)</b></p> <p><b>Client Certificate Regarding Performance of Contractor</b></p>  | <p>Please refer to Annexure -2</p>  |
| 12 | <p><b>Format 12</b></p> <p><b>Affidavit, Page no- 56 &amp; 57</b></p>   | <p><b>Format- 12 Affidavit</b></p>  | <p>Please refer to Annexure -3</p>  |
| 13 | <p><b>Manufacturer's Authorization (Format-14), Page no.- 59</b></p>  | <p><b>FORMAT (14) Manufacturer's Authorisation form</b></p>   | <p>Deleted</p>  |
| 14 | <p><b>Brief description of E&amp;M works</b></p> <p><b>(Nallah tapping &amp; SPS)</b></p> <p><b>Clause no. 6, Page no. 216 &amp; 217.</b></p> | <p><b>6. Operation &amp; maintenance of 10 Years after successful completion of commissioning &amp; trial run during which consumable like oil &amp; lubricants of DG set &amp; electricity shall be provided department.</b></p>   | <p>6. Operation &amp; maintenance of 15 Years after successful completion of commissioning &amp; trial run during which consumable like oil &amp; lubricants of DG set &amp; electricity shall be provided by contractor.</p>   |
| 15 | <p><b>SCHEDULE 'F', Page no 235</b></p>   | <p><b>SCHEDULE 'F'</b></p>  | <p>Please refer to Annexure -4</p>  |

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| 16 | Payments  | 8. Payments:<br>On measurements of the work done .....<br>8.1 The security deposit / performance.....<br>8.2 If rates quoted by contractor are more than.....  | 8.3 Terms of Payment<br>Please refer Annexure - 5 |
| 17 | <b>BITUMINOUS, CC, BOE &amp; INTERLOCKING TILE ROAD</b> | <b>5. BITUMINOUS, CC, BOE &amp; INTERLOCKING TILE ROAD</b>   | Please refer Annexure - 6                         |
| 18 | <b>(A) SCOPE OF WORKS, Page - 115</b>                   | <b>(A) SCOPE OF WORKS</b><br>BUIDCo wishes to receive tender for the interception and diversion of three main drains to prevent the pollution load of river Ganga at Barh town on itemwise rate basis and construction of sewage treatment plant (STP) of capacity 11 MLD on lumpsum basis.....The Contractor should make sufficient provision for these works in his rates. The contractor should make all arrangement for the safety of Public and Private Property for convenience of public at the time of execution of work.<br>The contractors are advised to recheck bearing capacity of soil for their own satisfaction for which no extra payment shall be made | Please refer Annexure-7                           |
| 19 | Volume - II, Financial Bid                              | Volume - II, Financial Bid   | Please refer Revised Financial Bid Annexure - 8   |

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| 20 | <b>Conditions of Particular reference/Special Conditions</b> | <p>Conditions of Particular reference/Special Conditions</p> <ol style="list-style-type: none"> <li>1. Whether the land required for project contractor should have to get the land acquisition from concerned ULB. Environmental clearances, the specific requirements and the status in this regard shall be made from concern department .</li> <li>2. Survey of specified drain, investigation preparation of drawing design shall be done by contractor in specified time and no additional payment shall be made on this account.</li> <li>3. Contractor shall submit drawing design of each proposed component approval to be gotten from competent authority of .BUIDCo.</li> <li>4. Contractor shall get the approved working drawing &amp; design from the Engineer in charge before commencement.</li> <li>5. Drains to be intercepted and diverted to proposed STP in ward no-15 near makhtakiya area, to prevent the pollution load of river Ganga..</li> <li>6. The objective star gets of this project is communication and publication awareness creation activities aimed at facilitating project implementation and to create awareness on need, benefits and approach for Ganga rejuvenation.</li> <li>7. It will be mandatory for contractor to operate and maintain the build infrastructure for 15 years post commissioning.</li> <li>8. The specified and mentioned specifications of quality of material and work to be ensured by contractor.</li> <li>9. Quality test of materials should be submitted by contractor on his own expenditure.</li> </ol> | Please refer Annexure-9   |
| 21 | Effluent Standard, Page - 12                                 | Table 33: Effluent Disposal Standards   | Please refer revised Effluent Disposal Standards at Annexure - 10 |